Agenda

Regular Meeting of the Governing Body
June 25, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/81906470889

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **819 0647 0889**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Romero-Wirth

3. Salute to the New Mexico Flag

   a. Councilor Lee Garcia

4. Invocation and Rememberances

   a. Councilor Chavez

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the June 3, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 06/25/2025

   b. Request for Approval of Budget Amendment Resolution (BAR) to Move Excess Revenues Collected in the Community Convention Center for FY25 in the Amount of $663,768 into FY26 Building & Structure Non-Exempt. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov)

      Committee Review:
      Quality of LIfe: 06/18/2025
      Finance Committee: 06/23/2025
      Governing Body: 06/25/2025

   c. Request for Approval of Amendment No. 2 to Professional Services Agreement Item #23-0541 with Bella Luz Apartments 2022, LLLP to Extend the Term to June 30, 2026, for Constructing and Renovating the Lamplighter Inn. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

      Committee Review:
      Quality of Life Committee: 06/18/2025
      Finance Committee: 06/23/2025
      Governing Body: 06/26/2025

   d. 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

e. Request for Approval of Amendment No. 3 to General Services Contract Original Item #22-0269 with Mobile Clean Car Wash to Increase the Compensation by $156,240 for a New for a Total Amount of $624,960 and to 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 a Service Agreement with Interfaith Community Shelter Group, Inc. for the Purpose of Providing Overnight Shelter, Life Stabilizing Services, and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

g. Request for Approval of a Service Agreement with Santa Fe Recovery Center, Inc. for the Purpose of Providing Behavioral Health Services, Basic Needs Support, Parenting Classes, Life Skills Training, and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

h. Request for Approval of a Service Agreement with the TBT Fund for the Purpose of Providing Antepartum Doula and Perinatal Support Services In the Total Amount of $300,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

i. Request for Approval of a Service Agreement with Coming Home Connection for the Purpose of Providing Caregiving, Equipment Loans and Navigation Services In the Total Amount of $288,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

j. Request for Approval of a Service Agreement with Partnership for Community Action for the Purpose of Providing Navigation Services In the Total Amount of $216,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

k. Request for Approval of a Service Agreement with Gerard's House for the Purpose of Providing English and Spanish Grief Support Groups In the Total Amount of $224,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

l. Request for Approval of a Service Agreement with Kitchen Angels for the Purpose of Providing Nutritional Meal Delivery and Navigation Services In the Total Amount of $280,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

m. Request for Approval of a Service Agreement with La Familia Medical Center for the Purpose of Providing Diabetes Education, Prevention and Maternal Health Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

n. Request for Approval of a Service Agreement with Las Cumbres Community Services for the Purpose of Providing Navigation Services In the Total Amount of $260,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

o. Request for Approval of a Service Agreement with Literacy Volunteers for the Purpose of Providing Literacy Services In the Total Amount of $256,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

p. Request for Approval of a Service Agreement with the New Mexico Immigrant Law Center for the Purpose of Providing Legal Immigration and Navigation Services In the Total Amount of $300,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

q. Request for Approval of a Service Agreement with Santa Fe Dreamers Project for the Purpose of Providing Full Representation For DACA Renewal Services, Legal Citizenship Services, Green Card Renewal Services, Green Card Services for First Time Applicants, and Individual Legal Consultation Services for All Residents of Santa Fe In the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

r. Request for Approval of a Service Agreement with Solace Sexual Assault Services for the Purpose of Providing Navigation and Safety Net Services In the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

s. Request for Approval of a Service Agreement with St. Elizabeth Shelter For the Purpose of Providing Homeless Safety Net and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

t. Request for Approval of a Service Agreement with The Food Depot For the Purpose of Providing Nutritious Food and Navigation Services in the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

u. Request for Approval of a Service Agreement with The Life Link for the Purpose of Providing Navigation Services in the Total Amount of $240,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

v. Request for Approval of a Professional Services Contract with Aspen Solutions LLC, for the Purpose of Providing Data Consultation Services to Human Services Committee and Children and Youth Commission Grantees In the

Total Amount of $400,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 6/25/2025

w. Request for Approval of Professional Services Contract with United Way of North Central New Mexico for the Purpose of Operating the CONNECT 211 Call Center and Providing Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 6/25/2025

x. 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

y. 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

z. 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

aa. 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

bb. 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

cc. 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

dd. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $97,208 from the Economic Development Administration Fund to the FY26

Community Development Grant Fund to Support an Internal Position Funded by ARPA. (Loretta S. Olguin, Community Development Business Operations Manager; lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/09/2025
Governing Body: 06/25/2025

ee. Request for Approval of Information Technology Contract with Ron Turley Associates, Inc to Support an Enterprise-Wide Approach to Fleet Management Solutions in the Total Amount of $901,820.13 through June 30, 2030. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov and David Jaramillo, Fleet Section Manager; dmjaramillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

ff. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #24-0453 with TEKSystems Global Service LLC to Increase the Compensation by $1,478,447.10 for a New Total of $1,737,231.60 and to Extend the Termination Date to July 12, 2028 for Category Six Administration Services. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/20258

gg. Request for Approval of Purchasing Entity Contract with Verizon Wireless for Wireless Voice, Data, and Accessories in the Total Amount of $2,674,170.60. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

hh. Request for Approval of General Services Contract with Carahsoft Technology Corp. for Short-Term Rental Monitoring and Identification Services for the Enforcement Division of the Planning and Land Use Department in the Total Amount of $997,300.86 for a Two-Year Term. (Tom Graham, Assistant Land Use Director; tmgraham@santafenm.gov)

Committee Review:

Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

ii. 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

jj. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Updating the Terms of and Extending the Pilot Program Supporting Physical and Mental Wellbeing of City of Santa Fe Employees. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

kk. 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

ll. Request for Approval of Professional Services Agreement with Cannon Cochran Management Services Inc for General Liability Third Party Services in the Total Amount of $865,500 for a Four-Year Term. (Melanie Lovato, Risk Analyst: mylovato@santafenm.gov)

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

mm. Request for Approval of Professional Services Agreement with Arthur J. Gallagher for Comprehensive Insurance Broker Services in the Total Amount of $293,188.13 including NMGRT for a Four-Year Term. (Melanie Lovato, Risk Analyst: mylovato@santafenm.gov)

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

10. Action Items: Discussion Agenda

a. Request for Approval of Amendment No. 3 to Price Agreement #21-0484 and #23-0182 with Sub Surface Contracting, Inc. to Increase Compensation by $13,303,193.75 for a New Total Amount of $20,000,000 Including NMGRT, and to Extend the Term to June 30, 2031, for Priority Line Replacement for the Water Division. (Bill Huey, Engineer, bchuey@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $3,000,000 from Water Capital Projects into WIP Construction.

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

b. Request for Approval of Amendment No. 2 to Price Agreement #21-0378 with A.A.C. Construction, LLC to Increase Compensation by $4,373,437.50 for a New Total Amount of $6,000,000 Including NMGRT, and to Extend the Term to June 30, 2031, for On Calll City-Wide Water Utility Construction and Repair. (Bill Huey, Engineer, bchuey@santafenm.gov)

1. Request for Approval of a Technical Budget Amendment Resolution (TBAR) in the Total Amount of $540,398 from Water Capital Projects into WIP Construction.

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

c. Request for Approval of Amendment No. 4 to Price Agreement Items # 21-0483 and #23-0183 with A.A.C. Construction, LLC. to Increase Compensation by $14,958,124.70 for a New Total Amount of $20,000,000 Including NMGRT,

and Extend the Term to June 30, 2031, for Priority Line Replacement for the Water Division. (Bill Huey, Engineer, bchuey@santafenm.gov)

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

d. Request for Approval of Amendment No. 4 to Price Agreement Item #21-0378 with Sub Surface Contracting, Inc. to Increase Compensation by $3,853,125 for a New Total Contract Amount of $6,000,000 Including NMGRT, and Extend the Term to June 30, 2031, for On Call City-Wide Water Utility Construction and Repair Services. (Bill Huey, Engineer, bchuey@santafenm.gov)

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

e. Request for Approval of a Budget Amendment Resolution (BAR) to Transfer $1,400,000 from General Fund Balance into Public Works Facilities WIP Construction and WIP Design for Replacement of the Roof and Engineering of the HVAC System at the City-Owned Facility Leased to La Familia Medical Center. (Sam Burnett, Facilities Management Division Director, jsburnett@santafenm.gov)

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

f. Request for Approval of a Grant Agreement with the New Mexico Department of Finance and Administration to Hire Full-Time Firefighters and Emergency Medical Technical Positions In the Total Amount of $393,750 with a Reversion Date of June 30, 2025. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

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

g. Request for Approval for an Inter-Governmental Transfer of Funds in the Amount of $871,970.20 to New Mexico Health Care Authority for the Purpose of Participation in the New Mexico Ambulance Supplemental Payment Program with a Return Revenue of $3,181,211.95 from the Federal Medicaid Program. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Increase Fire Emergency Services Miscellaneous Expenses in the Total Amount of

$1,195,265.

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

h. Request for Approval of Grant Agreement FTA G-33 with the United States of America Federal Transit Administration (FTA) via the Section 5307 Operating Assistance for Public Transportation Service Program in the Total Amount of $4,018,120 through September 30, 2026. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Proceeds from the FTA Section 5307 Grant in the Amount of $4,018,120 to FY25 Transit Revenue and Expenses.

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

i. Request for Approval of the Master Agreement with Rio Metro Regional Transit District for City Projects with Railroad Coordination. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Amount of $42,792 to Complete Streets WIP Design for St. Michael's Drive - Rail Trail Underpass Project.

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

j. Request for Approval of Amendment No. 4 to Item #21-0552 with Bradbury Stamm Construction, Inc. to Update the Scope of Work and Increase Compensation by $174,257.10 for a New Total Amount of $26,000,000 Including NMGRT for Construction of the Airport Terminal Building and Parking Lot Expansion. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov)

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

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**

    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(7) and (8), Attorney-Client Privileged Discussion of Threatened or Pending Litigation, in particular, *Melanie Lovato vs. the City of Santa Fe*, D-101-CV-2025-01464, and Discussion of Disposition of the City-Owned Property Located at 633 and 635 Agua Fria Street. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro)

    A Resolution Adopting the City of Santa Fe's Regional Annual Transit Service Plan for Fiscal Year 2026; Accepting the North Central Regional Transit District's (NCRTD's) Fiscal Year 2026 Proposed Funding of Regional Services Provided by the City of Santa Fe ("City") of $1,421,890; and Approving Submitting the City's Regional Annual Transit Service Plan for Fiscal Year 2026 to the NCRTD's Board of Directors for Approval. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

    Committee Review:

    Governing Body (Introduced): 06/25/2025
    Public Works and Utilities Committee: 06/30/2025
    Finance Committee: 07/07/2025
    Governing Body: 07/09/2025

    b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Pilar Faulkner and Councilor Lee Garcia)

    A Resolution Proposing a Ballot Question to be Submitted to the City of Santa Fe Voters During the November 4, 2025, Regular Local Election, Regarding Amending the City's Charter to Require Governing Body Consent Before a Mayor Can Remove a City Manager, City Attorney, or City Clerk. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

    Committee Review:

Governing Body (Introduced): 06/25/2025
Public Works and Utilities Committee: 06/30/2025
Quality of Life Committee: 07/02/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

c. CONSIDERATION OF BILL NO. 2025-15. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez and Councilor Carol Romero-Wirth)

A Bill Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement By and Between the New Mexico Finance Authority and the City of Santa Fe, New Mexico (The "Borrower/Grantee"), in the Total Amount of $2,000,000, Including a Loan in the Amount of $800,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing a New Pipeline and Pump to Return San Juan- Chama Project Source Effluent Water for Reuse Via Return Flow Credits and Increased Diversions, 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 Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:

Governing Body (Introduction): 6/25/2025
Governing Body (Public Comment): 7/09/2025
Public Works Committee: 7/21/2025
Finance Committee: 7/28/2025
Governing Body: 8/13/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

19. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District and General Franklin E. Miles Park as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency;

dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025 POSTPONED TO MAY 28, 2025, REGULAR GOVERNING BODY MEETING
Governing Body (Public Hearing): 05/28/2025 (Amendment A - Adopted; Final Action postponed to 06/25/2025)
Governing Body: 06/25/2025

b. 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

c. CONSIDERATION OF BILL NO. 2025-16. ORDINANCE NO. 2025-____. (Mayor Alan Webber)
A Bill Amending Section 2-4.6 to Remove the Sixty (60) Day Timeline for the

City Manager to Hire a Deputy City Manager and Update the Section Consistent with the Charter. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov)

Committee Review:
Governing Body (Introduced): 06/11/2025
Alternate Schedule Pursuant to Waiver of Procedural Rules
Quality of Life Committee: 06/18/2025
Finance Committee: 06/23/2025
Governing Body (Public Hearing): 06/25/2025

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

    a. **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property Owner Miriam Leth Espensen and Agent Stefanie Beninato Appeal the Historic Districts Review Board's December 10, 2024, Decision Denying a Request for an Exception to Exceed the 4'6" Maximum Allowable Height by 1'2" for a Fence in Front of a Contributing House at 614 Paseo de Peralta in the Downtown and Eastside Historic and Business Capital Districts. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

    Committee Review:
    Governing Body: 04/30/2025 **POSTPONED TO JUNE 11, 2025, REGULAR GOVERNING BODY MEETING**
    Governing Body: 06/11/2025 **POSTPONED TO JUNE 25, 2025, REGULAR GOVERNING BODY MEETING**
    Governing Body: 06/25/2025

21. Appointments

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

Agenda

Special Meeting of the Governing Body
June 3, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/88137392206

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **881 3739 2206**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Lee Garcia

3. Salute to the New Mexico Flag

   a. Councilor Cassutt

4. Invocation and Rememberances

   a. Councilor Romero-Wirth

5. Roll Call

6. Approval of Agenda

7. Petitions from the Floor

   a.

8. Action Items: Discussion Agenda

   a. Request for Approval of Lease Termination with Interfaith Community Shelter Group to End Month-to-Month Tenancy at 2801 Cerrillos Road (Pete's Place), Effective July 31, 2025. (Henri M. Hammond-Paul, Director, Department of Community Health and Safety; hmhammondpaul@santafenm.gov)

      Committee Review:
      Governing Body: 06/03/2025

   b. Request for Approval of a Service Contract in the Amount of $7,948,133.59 with Urban Alchemy for Street Outreach and Community-Based Public Safety Services for a Term of Four Years. (Henri M. Hammond-Paul, Director, Community Health and Safety Department; hmhammondpaul@santafenm.gov)

      Committee Review:
      FInance Committee: 05/27/2025
      Special Governing Body: 06/03/2025

   c. Request for Approval of Emergency Services Contract with Urban Alchemy for the Operation of a Low-Barrier, 24-Hour Shelter at 2801 Cerrillos Road in the Total Amount of $1,500,000 through July 31, 2026. (Henri M. Hammond-Paul, Director, Department of Community Health and Safety; hmhammondpaul@santafenm.gov)

      Committee Review:
      Governing Body: 06/03/2025

   d. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber,

Councilor Jamie Cassutt, Councilor Alma Castro, and Councilor Amanda Chavez) A Resolution Identifying City Property a 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: 6/11/2025

9. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
SPECIAL MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 3, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:04 pm**		**2**
2.	**Pledge of Allegiance**	**Councilor Lee Garcia**		**2**
3.	**Salute to the NM Flag**	**Councilor Cassutt**		**2**
4.	**Invocation and Remembrances**	**Councilor Romero-Wirth**	**2**	
5.	**Roll Call**	**Quorum**		**2-3**
6.	**Approval of Agenda**	**Approved**		**3**
7.	**Petitions From the Floor**	**Heard**	**3-8**	
8.	**Action items: Discussion Agenda**			
	a. Lease Termination	**Approved**	**8-9**	
	b. Service Contract	**Approved**		**9-10**
	c. Emergency Service Cont.	**Approved**		**10**
	d Resolution no. 2025-_____	**Postponed**		**10**
9.	**Adjourn**	**Adjourned at 1:18 am**		**11**

SPECIAL MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 3, 2025 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The special meeting of the Governing Body was called to order by Mayor Webber at 5:04 pm, on Wednesday, June 3, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lee Garcia.

3. SALUTE TO THE FLAG

The salute to the New Mexico Flag was led by Councilor Cassutt.

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Romero-Wirth.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez, virtually
Councilor Alma Castro
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

OTHERS PARTICIPANTS ATTENDING

Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer, virtually

6. APPROVAL OF AGENDA

Mayor Webber said the Resolution is not an action item tonight. It will be on our next Governing Body meeting agenda for action.

Councilor Castro asked to move item B to the top of the agenda.

MOTION A motion was made by Councilor Castro, to amend the agenda.

The motion died for lack of a second.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Faulkner, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, no; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

7. PETITIONS FROM THE FLOOR

New Mexico Raging Grannies and Grandpa. The group sang a song in support of Pete's Place.

Anna Catherine. Spoke in support of Pete's Place.

Jim Elliott. Spoke about the many concerns about Urban Alchemy coming in.

Namoie Broyland. Spoke to issues on Cerrillos Road. We have failed. Our City is in a state of emergency. It is no longer feasible to continue operating in the way we are.

Jean Darling. Spoke in support of Pete's Place.

Hunter Redmond. Spoke in support of Pete's Place and their plans for a new resource center. Her firm is working on the plan.

Floyd Cable. Spoke about the pod community proposed on Richards and concerns about the site.

Chaplain Joe. Spoke in support of Pete's Place's plan for moving to a new location and more space and against bringing in a company from out of state.

Kate Nelson. Spoke to a partnership with Pete's Place to offer medical care. Pete's Place plays a valuable role.

John Alfone. Spoke to the complexity of issues.

David Thompson. He is the Vice Chair of the Santa Fe County Democratic Party. We voted today to oppose pulling the lease from Pete's Place and bringing in an out of state company.

Sam Sandoval. Spoke to the need for affordable housing and local efforts to solve problems.

Jeff Rodriguez. Spoke to gentrification and giving the money to the local shelter rather than bringing in an out of state company.

Cotton Rikefield. Spoke in support of Pete's Place.

Sue Carr. Spoke in support of Pete's Place.

Commissioner Justin Greene. He wonders what Interfaith could do with the $8 million in funding for the out of state company. The problem is turning out homeless into the street for half of the day.

Gloria Ortiz y Montoya. Spoke to giving the homeless hope and in support of Pete's Place.

Oscar Rodriguez. Spoke to the fact that the problem has gotten out of hand. Augment resources, do not take down resources.

Amanda Quoren. Read a poem she wrote.

Cora. Read a message she wrote about equality.

Dave Weir. Board member of Pete's Place. Spoke in support of Pete's Place and their plan.

Gutherie Miller. Spoke in support of Pete's Place.

Clarissa Miller. Thank you to the community of Santa Fe. Spoke in support of Pete's Place.

Terry Rivera. Spoke against bringing in outsiders and the funds given to them rather than to Pete's.

Donna Rivera Atencio. Spoke to investing in our own town and not bringing in out of state companies.

Shannon Murphy. Spoke to the community addressing issues by not displacing our local capacity.

Anetta Rasmussin. Spoke to the lack of transparency. The shelter represents the best of Santa Fe. It is the community helping the community.

Joann Vigil Coppler. Spoke to Pete's Place being a home. The issues are a City problem. Work with Pete's Place.

Leticia Montoya. The real problem is drugs. Spoke to the need for public housing.

Dan Mulcahey. Business owner close to Pete's Place. Pete's has outgrown its location. Move Pete's to a larger place. We need foot patrols.

Christina. Spoke to the problems being outside of Pete's Place. Why not give us support.

Joe I Brady. Spoke to investing in the local community, not in an out of state organization.

Bailey Seal. Spoke to the extreme difference in funding from Interfaith and the out of state company and in support of Pete's.

Mya Fern. Spoke to destabilize the already destabilized.

Beverly Kellum. Deputy Director of the shelter. The shelter does not turn out people during the day.

Wendy Rema. Spoke in support of Pete's Place.

David Montoya. He is so proud to be a Santa Fean tonight. Thank you Council and Mayor for putting up with us tonight. Spoke to procurement issues.

Ronald Trujillo. Spoke in support of Pete's Place.

Amber Trujillo. Spoke to the meaning of relationships and trust with Pete's Place.

Tiller Russell. Thank you Council and Mayor for work you do. Spoke in support of Pete's Place.

James O'Connell. Commended the bravery of the Mayor and Councilors for bringing a plan that angers everyone.

Mr. Chavez. Spoke in support of Pete's Place. Something needs to change, but don't invest into a company from out of state.

Veronica Degalles. Pete's is a coming together of faiths. Spoke in support of Pete's Place.

Laura Yoder. Spoke in support of Pete's Place and their plan.

Erica Kidd. Spoke about concerns about trauma-informed care.

Doreene McCurly. Spoke about her worries for the people who are at Pete's Place now.

Kevin Bowen. With the Human Rights Coalition. Spoke in support of Pete's Place.

Susan Yule. Spoke in support of Pete's Place. Give them the money.

Max Avery. Spoke in support of Pete's Place.

Joy Albright. He has a business behind Pete's Place. Spoke in support of Pete's Place.

Marisol Atkins. Good things have happened with community support. Support the local folks.

Leon Communez. Spoke to dangers around Pete's Place. It is an issue. It can only be managed. The issues will remain. Choose Pete's. You cannot buy this kind of dedication. They care.

Christine. Spoke to the failure of the City.

The Council took a ten minutes break.

Pelican Lee. Spoke in support of Pete's Place. Use Midtown campus.

Annie Rasquin. Spoke to the need for greater focus on children who are homeless.

Cheryl Odem. Spoke against bringing in an out of state company rather than investing in the community.

Commissioner Cacari - Stone. Spoke to the difficulty of this decision and the need for a meaningful pause.

Alisia DeSilva. Spoke to the commonality among us. Find common ground.

Dillon Sweagle. Spoke to overcrowding at Pete's Place. Support them in finding a new location.

Noah Lujan. Spoke to the need for local programs not delegated to out of state companies.

Lillie Mae Ortiz. Spoke to her hopes that you all take into account the overwhelming support for Pete's Place. She is a firm believer in local control.

Korina Lopez. Executive Director of the Shelter. Spoke in support of Pete's Place.

Angie Grady. Spoke to support for Pete's Place.

Elizabeth Grover. Spoke to using funds to start a new facility.

Kathy Rivera. This is a powerful night for the City of Santa Fe. Use this to do better.

Michelle Bohannan. Spoke in support of Pete's Place.

Elizabeth West. Spoke to the importance of making a connection with Mayor and Councilors. Revisit equity and inclusion.

Amy Faria Weiss. Spoke to Urban Alchemy as a solid organization, but Pete's Place deserves support.

Natasha Katco. Spoke against the proposal to allocate funds to Urban Alchemy and not give financial support to Pete's Place.

Dustin Garber. Spoke in support of Pete's Place. This action is not helpful. It is thoughtless.

Elizabeth. Spoke in favor of slowing down the vote and in support of Pete's Place.

Rachel Thompson. Spoke in support of Pete's Place.

Ginger Robertson. Spoke in support of Pete's Place and the lack of awareness of the Governing Body of the services that already exist and how this will disrupt that.

Brandy Ramirez. Spoke in support of Pete's Place.

Stephanie Beninato. Spoke about lack of transparency and failure to give Pete's Place resources and the pallet shelters without community input.

Selena Benavidez. Spoke in support of Pete's Place. The homeless crisis has outgrown the current facilities. Someone else coming in does not mean we stop our local work.

Erick Smith. Spoke against bringing in a company from out of state.

Reed Fossey. Spoke about transparency and giving up on the community.

Jessica Trujillo. Spoke in support of helping the homeless.

Nancy Bookbinder. Spoke to fiscal responsibility for tax payer dollars.

Chris Franchin. Spoke in support of Pete's Place.

Miguel Gabaldon. Spoke about the issues around Pete's Place and that it is a service that is needed.

The Governing Body took at 15 minute break.

8. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR APPROVAL OF LEASE TERMINATION WITH INTERFAITH COMMUNITY SHELTER GROUP TO END MONTH-TO-MONTH TENANCY AT 2801 CERRILLOS ROAD (PETE'S PLACE), EFFECTIVE JULY 31, 2025.

MOTION A motion was made by Councilor Michael Garcia to deny the request.

The motion died due to the lack of a second.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the request to terminate the lease with Interfaith Community Shelter Group.

Councilor Castro recused herself from item A and C as testimony has been given regarding businesses family members of hers are involved in.

Councilor Castro left the meeting.

Councilor Faulkner called for the question. Councilor Cassutt seconded the call.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to suspend the rules and extend the meeting beyond 11:30 pm.

VOTE The motion passed on a roll call vote with 7 yes and 1 no vote as follows.

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lindell, no; Councilor Chavez, yes; Mayor Webber, yes.

VOTE The main motion passed on a roll call vote with 7 yes and 1 no vote as follows.

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Lindell, yes; Councilor Chavez, yes; Mayor Webber, yes.

Councilor Castro returned to the meeting.

Councilor Lindell left the meeting.

B. REQUEST FOR APPROVAL OF A SERVICE CONTRACT IN THE AMOUNT OF $7,948,133.59 WITH URBAN ALCHEMY FOR STREET OUTREACH AND COMMUNITY-BASED PUBLIC SAFETY SERVICES FOR A TERM OF FOUR YEARS.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the service contract for Urban Alchemy.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Lee Garcia, to lower the contract to a 2 year contract.

Councilor Lee Garcia called the question. Councilor Faulkner seconded the call.

VOTE The motion on the call passed on a roll call vote of 6 yes and 2 no as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes: Mayor Webber, yes.

VOTE The motion to amend the contract failed on a roll call vote of 7 no, 1 yes.

Councilor Romero-Wirth, no; Councilor Michael Garcia, yes; Councilor Lee Garcia, no: Councilor Cassutt, no; Councilor Castro, no; Councilor Faulkner, no; Councilor Chavez, no: Mayor Webber, no.

Councilor Lee Garcia call the question on the main motion. Councilor Faulkner seconded the call.

VOTE The motion passed on a roll call of 6 yes and 2 no as follows:

Councilor Romero-Wirth, yes ; Councilor Michael Garcia, no; Councilor Lee Garcia, no: Councilor Cassutt, yes; Councilor Castro, no; Councilor Faulkner, yes; Councilor Chavez, yes: Mayor Webber, yes

VOTE The main motion passed on a vote of 7 yes and 1 no vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee Garcia, yes: Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Chavez, yes: Mayor Webber, yes.

Councilor Castro left the meeting due to her recusal.

C. REQUEST FOR APPROVAL OF EMERGENCY SERVICES CONTRACT WITH URBAN ALCHEMY FOR THE OPERATION OF A LOW-BARRIER, 24-HOUR SHELTER AT 2801 CERRILLOS ROAD IN THE TOTAL AMOUNT OF $1,500,000 THROUGH JULY 31, 2026.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the request for a contract with Urban Alchemy.

VOTE The main motion passed on a vote of 6 yes and 1 no vote as follows:

Councilor Romero-Wirth, yes; Councilor Michael Garcia, no; Councilor Lee

Garcia, yes: Councilor Cassutt, yes; Councilor Faulkner, yes; Councilor Chavez, yes: Mayor Webber, yes.

D. CONSIDERATION OF RESOLUTION NO. 2025-_____. 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.

There was no discussion.

This item was postponed to the next Governing Body meeting.

9. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 1:18 am.

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

City of Santa Fe, New Mexico
Memorandum

DATE: **May 30, 2025**

TO: **Governing Body**

VIA: **Quality of Life Committee**
Finance Committee
Andy Hopkins, Budget Officer
Elisa Montoya, Community Development Director

FROM: **Randy Randall, TSF Executive Director** RRandall
Randy Randall (May 30, 2025 16:13 MDT)

RE: **FY25 BAR for Excess Revenue in Community Convention Center**

ITEM AND ISSUE:
Request for Approval of Budget Amendment Resolution (BAR) ; to move excess revenues collected in the Community Convention Center for FY25 through May 29, 2025 in the amount of $663,768.42 into 5206600-570400 Building & Structure Non-Exempt. Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209.

Committee Review:
Quality of Life: 06/18/2025
Finance Committee: 06/23/2025
Governing Body: 06/25/2025

BACKGROUND AND SUMMARY:
FY25 revenues have significantly exceeded budget for the operation income lines for the Community Convention Center. These excess revenues can be beneficially used to support the improvements to the second-floor terrace that has been designed by Beverly Spears, the original facility architect, to make the terrace more usable. The project will remove planters that obstruct much of the floor space on the east portion of the terrace, install a roof over most of this space, install an outside stairwell from the courtyard to the terrace allowing significantly improved access and combined use of the two spaces by larger events and install gates to the courtyard for better event privacy.

ACTON REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of this Budget Amendment Resolution (BAR).

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

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

DEPARTMENT / DIVISION NAME	DATE
TOURISM Santa Fe	5/30/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Building & Structure Non-Exempt	5206600	570400		663,768	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Cleaning Fees	5206600	432400		(12,835)	
Concessionaire's Fees	5206600	439550		(67,114)	
Facility Rental	5206600	439650		(428,493)	
Hotel Rebates	5206600	439655		(92,626)	
Other Charges/Equipment	5206600	439730		(21,052)	
Other Charges/Audio Visual	5206600	439733		(41,649)	
					$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
Capture revenues in excess of budget for support of the capital expenditure for the modifications to the second floor terrace at the Community conevntion Center.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Randy Randall — 05/30/2025
Prepared By *{print name}* — Date

5/30/2025
Division Director Signature *{optional}* — Date

Randy Randall (May 30, 2025 16:13 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

Excess Revenue in SFCCC BAR

Final Audit Report 2025-05-30

Created:	2025-05-30
By:	Shirley Spencer (sjspencer@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj5DVQCBTIHZAh3ofyemL4Z0GT5JDtAK2

"Excess Revenue in SFCCC BAR" History

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CITY OF SANTA FE

Date: May 16, 2025

To: Mayor Alan Webber and Governing Body – June 25, 2025
Finance Committee – June 23, 2025
Quality of Life Committees – June 18, 2025

Via: Emily Oster, Finance Director Emily K. Oster
Andy Hopkins, Budget Andy Hopkins
Erika Lujan, Grant Manager ERIKA LUJAN ERIKA LUJAN (May 20, 2025 15:38 MDT)
Johanna Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (May 20, 2025 15:05 MDT)

From: Roberta Catanach, Project Administrator, Office of Affordable Housing

Subject: Amendment #2 – JL Gray Bella Luz - Lamplighter (Capital Outlay-DFA)

Vendor Name: JL Gary – Bella Luz Apartments 2022, LLLP

Vendor Number: 9452

ITEM AND ISSUE:
Request for Approval of Amendment #2 to the City of Santa Fe Services Agreement with Bella Luz Apartments 2022, LLLP in the total amount of $844,470 for costs associated with constructing and renovating the Lamplighter Inn to extend the Term to June 30, 2026 (Johanna Nelson, Interim Director – Office of Affordable Housing, jcnelson@santafenm.gov, (505) 955-6143)

Action Requested: <u>Approve amendment #2 to extend the term through June 30, 2026</u>

BACKGROUND AND SUMMARY:
On June 9, 2021, the Governing Body approved a State Capital Outlay Grant Agreement between the City of Santa Fe and the State of New Mexico Department of Finance and Administration Local Government Division for $844,470 **to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe**.

The City entered into an agreement with Bella Luz for $844,470 to deliver the scope of work. The performance period originally ended on June 30, 2024. An amendment #1 was approved on June 27, 2024 to extend the term to June 30, 2025.

The City is requesting to extend the contract term to June 30, 2026, due to project delays that have impacted progress, making additional time necessary for completion. This extension ensures the project can move forward. The amendment in this packet presents the new term date by which to complete the project.

PROCUREMENT METHOD:

The procurement method was completed through RFA #23/62/R
Chief Procurement Officer Approval:_____ **Date:**_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is ~~3204108~~ (New contract #3250518)

The funding source is:
Fund Name/Number: Community Development/Fund 345
Munis Org Name/Number: Affordable Housing Trust Fund/3459980
Munis Object Name/Number: Subsidy Payments/572970

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

☒Yes | ☐ No

 # (if known): _____

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

Project Ledger #: PWD2534525

Anticipated length of project: 1 year

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:
Roberta Catanach
rlcatanach@santafenm.gov
505-955-6421

ATTACHMENTS:

Amendment #2
Original contract & Amendment #1
Santa Fe Business License
Certificate of Liability Insurance
Project Ledger

Item#_____
Munis Contract#3250518
Original Contract Item# 23-0451
RFA #: 23-62-R

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM# 23-0451

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 3, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP** (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 use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into units of affordable housing.

B. Pursuant to Article 14 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. TERM:

Article 4 of the Agreement is hereby deleted in its entirety and the parties substitute the following Article 4 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination) or paragraph 6 (Appropriations). In no event will the term, including extensions and renewals, exceed the duration of four (4) years allowed by statute for professional services contracts, NMSA 1978, § 13-1-150.

CONTRACT IN FULL FORCE.

2. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

Jeff Curry (Apr 23, 2025 10:27 MDT)

JEFFREY M. CURRY
MEMBER-JLG PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 03581126009

Registration # 232412

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner
Kyle Hibner (Apr 23, 2025 10:43 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

Client#: 1540294 JLGRA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cecelia Novak	
USI Insurance Services LLC 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	PHONE (A/C, No, Ext): 312 442-7200	FAX (A/C, No): 610 362-8900
	E-MAIL ADDRESS: cecelia.novak@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Federal Insurance Company	20281
INSURER C : Gemini Insurance Company	10833
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3AA885636	04/11/2025	04/11/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Terrorism Excluded						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$0
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			EZXS3196681	04/11/2025	04/11/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	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	Management Liab			82255792	06/30/2024	06/30/2025	$1M D&O; $2M Crime	
C	Professional			VNPL016357	06/30/2024	06/30/2025	$2,000,000	

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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

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City of Santa Fe, New Mexico
Memorandum

DATE: **June 3, 2024**

TO: **Governing Body, June 26, 2024**
Finance Committee, June 24, 2024
Quality of Life Committee, June 18, 2024

VIA: **John W Blair, City Manager**
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown
Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd

FROM: **Cody Minnich, Project Manager, Office of Affordable Housing** Cody Minnich

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ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to the Professional Services Agreement with Bella Luz Apartments 2022 LLLP in the Total Amount of $844,470 for costs associated with planning, designing, constructing, and renovating the Lamplighter Inn to Extend the Term to June 30, 2025. (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:
On June 9, 2021, the Governing Body approved a State Capital Outlay Grant Agreement between the City of Santa Fe and the State of New Mexico Department of Finance and Administration Local Government Division. The appropriation is described as follows: ***to plan, design, construct and renovate a facility for homeless and below-market renters, including housing and services in Santa Fe.*** According to the appropriation, funds can only be utilized at one facility. The funds originally had to be spent down by June 30, 2024.

The Office of Affordable Housing issued a Request for Applications on April 3, 2023. Two applicants responded to the request and were deemed eligible for funding. On May 17, 2023, both applicants presented their applications to the Community Development Commission (CDC).

The CDC recommended the Bella Luz Apartments (Lamplighter) application receive the capital outlay funds, as critical funding gaps have emerged due to project costs increasing by approximately $1,030,000. There is substantial work required to bring the buildings up to modern code and these funds will be crucial to cover gaps in the project's existing funding for rehabilitation costs.

Due to project delays arising from the complexity of the conversion regarding land use approvals and because of federal rescue plan funds being stalled at the state level, the City formally requested an extension of this appropriation during the 2024 legislative session. An extension of the term to June 30, 2025, was approved at the session. The amendment in this packet extends the City's contract to the new term end date.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204108.

PROJECT ID:
The Project ID is FA345D.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Community Development/Fund 345
Munis Org Name/Number: Housing Project CIP/3459980
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:
The Office of Affordable Housing respectfully requests your review and approval**.**

Item# 24-0417
Munis Contract#3204108
Original Contract Item# 23-0451
RFA #: 23-62-R

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 23-0451

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 3, 2023 (the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP**. (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 use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into units of affordable housing.

B. Pursuant to Article 14 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:

TERM:

Article 4 of the Agreement is hereby deleted in its entirety and substitute the following Article 4 in its place:

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, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In no event will the term exceed the duration allowed by NMSA 1978, § 13-1-150.

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. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 27, 2024 12:12 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER-JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 03581126009

Registration # 232412

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 11, 2024 16:08 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

Item# 23-0451
Munis Contract# 3204108

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Bella Luz Apartments 2022, LLLP**, 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 Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

The Contractor shall use capital outlay funds to cover costs related to the renovation and conversion of the Lamplighter Inn into 58 units of affordable housing for households earning 80% AMI or less with 25% of the units set aside for special needs populations referred to the property by a Local Lead Agency. The Contractor agrees to the following:

A. Complete eligible improvements which may include, but are not limited to, electrical system upgrades, ADA and UFAS upgrades, replacement of fire alarm systems, replacement of hot water heater systems, replacement of heating/air-conditioning systems, parking lot repairs, unit renovations, and interior/exterior painting.

B. Submit final budget and work plan to the City within 60 days after the contract is executed. The plan shall indicate a timeline for drawing down funds before June 30, 2024 and a detailed projection of costs by budget line item for which Contractor will seek reimbursement.

C. Submit invoices to the City on a monthly basis for expenses incurred.

D. Provide accurate and thorough recordkeeping and keep copies on file for annual monitoring to include supporting documentation to support the expenses incurred.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed eight hundred forty-four thousand, four hundred seventy dollars ($844,470, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($844,470). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

7. Status of Contractor.

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

8. Assignment.

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

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

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, sec. 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.

19. Workers Compensation.

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

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

20. Professional Liability Insurance.

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

21. Other 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.

B. 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.

C. 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.

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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The 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

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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. Notices.

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

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fe.nm.us

To the Contractor: Bella Luz Apartments 2022, LLLP
c/o JL Gray Company
2407 W. Picacho, Ste A1
Las Cruces, NM 88007

28. Authority.

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

29. Merger.

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

30. 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's Chief Procurement Officer.

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for

any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

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

33. Default and Force Majeure.

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

shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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 (Jul 3, 2023 15:25 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER – JLG PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

New Mexico Taxation & Revenue Dept:
CRS# 03581126009

City of Santa Fe Business Registration
#232412

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 31, 2023 16:49 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

Emily K. Oster
Emily K. Oster (Jul 3, 2023 13:41 MDT)

EMILY OSTER
FINANCE DIRECTOR

3459980.572970 AH
AH
Org. Name/Org#

(D) Amend - 2 packet - Bella Luz

Final Audit Report 2025-05-22

Created:	2025-05-20
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5m9KGw5v_WH2_3CR_gWmOndxVLPLLo0G

"(D) Amend - 2 packet - Bella Luz" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2025-05-20 - 6:40:37 PM GMT- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-05-20 - 6:44:02 PM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-05-20 - 9:05:40 PM GMT- IP address: 104.47.64.254

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-05-20 - 9:05:58 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
2025-05-20 - 9:06:03 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-20 - 9:06:43 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-20 - 9:07:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-20 - 9:07:03 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-05-20 - 9:38:16 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-05-20 - 9:38:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-20 - 9:39:02 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-05-22 - 11:23:51 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-22 - 11:39:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-22 - 11:39:12 PM GMT

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

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Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

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

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

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

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

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

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

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

Statewide Price Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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Awarded Vendors:

(AA) 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

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(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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Non-Owned	$ 1,000,000 $ $ $ $ 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 AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y 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 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2000000 $ 2000000 $ 2000000
A	Installation Floater			EPP 0087604	06/01/2025	06/01/2026	Jobsite Limit Temporary Storage Deductible	$100,000 $100,000 $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.

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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: 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						E.L. EACH ACCIDENT	$
	(Mandatory in NH) 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)

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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

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Interfaith Community Shelter Group, Inc.

Munis Vendor Number: 3783

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Interfaith Community Shelter Group, Inc. for the Purpose of Providing Overnight Shelter, Life Stabilizing Services, and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250524.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: _____ **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN _____ **Title:** _____ **Date:** 06/05/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From: LOVATO, JOANN D.
To: HERNANDEZ, CHRISTA; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:25:40 PM
Attachments: image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

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- For Navigation Services:
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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250524

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Interfaith Community Shelter Group, Inc. herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
O. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

P. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 10 unduplicated individuals at $1,000.00 per person, per year.	

02 Provide overnight shelter and life-stabilizing services to 400 individuals at $175.00 per person, per year.

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

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 ("Effective Date"). This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Interfaith Community Shelter Group, Inc, PO Box 22653 Santa Fe, NM 87502, korina@interfaithsheltersf.org.

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.

To the Contractor: Interfaith Community Shelter Group, Inc, PO Box 22653 Santa Fe, NM 87502, korina@interfaithsheltersf.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and

defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:

CONTRACTOR:
Interfaith Community Shelter Group, Inc.

Korina Lopez
Korina Lopez (May 14, 2025 15:24 MDT)

Korina Lopez, Executive Director

DATE: 05/14/2025

NMBTIN#: 3194010002

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees

** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2024

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Regional Insurance Company — 29580 INSURER B : New Mexico Employer's Assurance Company — 13674 INSURER C : INSURER D : INSURER E : 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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		HHN 8532597	12/1/2024	12/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			HHN 8532597	12/1/2024	12/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			HHN 8532597	12/1/2024	12/1/2025	AGGREGATE	$
	[ ] DED [ ] RETENTION $							$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		63790.116	11/1/2024	11/1/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab			HHN 8532597	12/1/2024	12/1/2025	Each Ocurrence	1,000,000
A	Professional Liabili			HHN 8532597	12/1/2024	12/1/2025	Aggregate	2,000,000

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

Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are addtional insurace on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory
10 day cancellation

CERTIFICATE HOLDER

City of Santa Fe
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



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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Santa Fe Recovery Center, Inc.

Munis Vendor Number: 2761

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Santa Fe Recovery Center, Inc. For the Purpose of Providing Behavioral Health Services, Basic Needs Support, Parenting Classes, Life Skills Training and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250532.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/29/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN _____ **Title:** _____ **Date:** 05/30/2025

ERIKA LUJAN (May 30, 2025 14:39 MDT)

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250532

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and the Santa Fe Recovery Center, Inc. herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 40 unduplicated individuals at $1,000.00 per person, per year.	
02 Provide behavioral health services, basic needs support, parenting classes or life skills training to 40 individuals at $1,000.00 per person, per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Santa Fe Recovery Center, Inc., 2504 Camino Entrada Santa Fe NM 87507, smartin@sfrecovery.org.

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.

To the Contractor: Santa Fe Recovery Center, Inc., 2504 Camino Entrada Santa Fe NM 87507, smartin@sfrecovery.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or

the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Santa Fe Recovery Center, Inc.

_____
Stacey Martin, Executive Director

DATE: 05/28/2025

NMBTIN#: 01-778794-00-7

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees

** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2024

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Michael Latting **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mlatting@danielsinsuranceinc.com
INSURED Santa Fe Recovery Center Inc 2504 Camino Entrada Santa Fe NM 87507 (505) 471-4985	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : VantaPro Specialty Insurance — 44768 INSURER B : New Mexico Mutual Casualty Com — 40627 INSURER C : Allied World Surplus Lines Ins — 24319 INSURER D : Axis Insurance Company — 37273 INSURER E : INSURER F :

COVERAGES **SR** **CERTIFICATE NUMBER:** Cert ID 38343 (17) **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:			5088-1224-04	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5091-0301-04	08/31/2024	08/31/2025	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			5090-0486-02	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		43642.120	06/07/2024	06/07/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			5088-1224-04	08/31/2024	08/31/2025	Each Occurrence	$ 1,000,000
C	Professional Liability			5088-1224-04	08/31/2024	08/31/2025	Aggregate	$ 3,000,000

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

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe

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

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CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
08/29/2024

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505		Santa Fe Recovery Center Inc 2504 Camino Entrada Santa Fe NM 87507
CONTACT NAME: Michael Latting	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 38343 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	Crime			5088-1224-04	08/31/2024	08/31/2025	Employee Theft Deductible $1,000	$ 100,000
D	Directors & Officers Liab			P-001-001215724-01	09/23/2023	09/23/2024	Per Claim	$ 2,000,000
D	Directors & Officers Liab			P-001-001215724-01	09/23/2023	09/23/2024	Aggregate	$ 2,000,000
D	EPLI			P-001-001215724-01	09/23/2023	09/23/2024	Per Claim	$ 2,000,000
D	EPLI			P-001-001215724-01	09/23/2023	09/23/2024	Aggregate	$ 2,000,000
								$
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								$

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: The TBT Fund

Munis Vendor Number: 9469

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with The TBT Fund For the Purpose of Providing Antepartum Doula and Perinatal Support Services In the Total Amount of $300,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250536.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/29/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

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: ERIKA LUJAN ERIKA LUJAN (May 29, 2025 10:00 MDT) **Title:** _____ **Date:** 05/29/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From: LOVATO, JOANN D.
To: HERNANDEZ, CHRISTA; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:25:40 PM
Attachments: image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250536

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The TBT Fund herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer Navigation Services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the City's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide antepartum doula and perinatal support services to 30 individuals at $2,500.00 per person, per year.	

Compensation for services shall not exceed $75,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $300,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: The TBT Fund, 4001 Office Court Drive, Suite 703 Santa Fe NM 87507, Simran@thebirthingtree.org.

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.

To the Contractor: The TBT Fund, 4001 Office Court Drive, Suite 703 Santa Fe NM 87507, Simran@thebirthingtree.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or

the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
The TBT Fund

Simran Priel (May 24, 2025 08:22 MDT)
_____
Simran Priel, Executive Director

DATE: 05/24/2025

NMBTIN#: 358794400

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2024

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 Blue Chip Insurance Agency, Inc. PO Box 5355 Santa Fe NM 87502	**CONTACT NAME:** Lauren Hemphill **PHONE (A/C, No, Ext):** 505-988-4425 **FAX (A/C, No):** **E-MAIL ADDRESS:** lauren@bluechipnm.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : MEDICAL PROTECTIVE COMPANY
INSURED TBTFUND-01 TBT FUND LLC 7224 Vuelta De la Luz Santa Fe NM 87507	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 675372063 **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:	Y		U85527	6/24/2024	6/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			U85527	6/24/2024	6/24/2025	Per Claim	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
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

Lauren Hemphill

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Coming Home Connection

Munis Vendor Number: 6128

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Coming Home Connection for the Purpose of Providing Caregiving, Equipment Loans and Navigation Services In the Total Amount of $288,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250519.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN (May 21, 2025 16:53 MDT) **Title:** _____ **Date:** 05/21/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250519

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Coming Home Connection herein after referred to as the "Contractor."**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable

relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 10 unduplicated individuals at $2,500.00 per person, per year.	
02 Provide caregiving services to 10 individuals at $3,500.00 per person, per year.	
03 Provide equipment loan services to 120 individuals at $100.00 per person, per year.	

Compensation for services shall not exceed $72,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $288,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Coming Home Connection, 418 Cerrillos Road #23, Santa Fe NM 87501, ellen@cominghomeconnection.org.

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.

To the Contractor: Coming Home Connection, 418 Cerrillos Road #23, Santa Fe NM 87501, ellen@cominghomeconnection.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Coming Home Connection

Ellen London
Ellen London (May 19, 2025 11:33 MDT)
Ellen London, Executive Director

DATE: 05/19/2025

NMBTIN#: 02-409951-00-1

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees

** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2025

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
Infinity Commercial Insurance Inc dba Infinity Insurance Partners
4455 E Camelback Rd Ste E-260
Phoenix AZ 85018

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 602-512-1319 **FAX (A/C, No):** 602-391-2821
E-MAIL ADDRESS: certificates@infinityinspart.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B : CopperPoint American Insurance Company	13751
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THECOMI-01
The Coming Home Connection, Inc.
418 Cerrillos Rd Ste 23
Santa Fe NM 87501

COVERAGES **CERTIFICATE NUMBER:** 950859501 **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:			HAH23-1854	2/12/2025	2/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ $ 2,000,000 $ $ 2,500
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022371	2/13/2025	2/13/2026	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
A	Professional Liabiltly Sexual Abuse Liability			HAH23-1854	2/12/2025	2/12/2026	Per Claim Limit Aggregate Limit Retention	1,000,000 2,000,000 $2,500

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

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

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

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Partnership for Community Action

Munis Vendor Number: 10867

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Partnership for Community Action for the Purpose of Providing Navigation Services In the Total Amount of $216,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250522.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:28 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
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CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250522

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Partnership for Community Action- Fathers New Mexico herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the Unite Us platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 27 unduplicated individuals at $2,000.00 per person, per year.	

Compensation for services shall not exceed $54,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $216,000.00.**

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 the date approved by the City or on July 1, 2025, whichever is later, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City

with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Partnership for Community Action, 722 Isleta Blvd SW Suite B, Albuquerque, NM 87105, octaviom@forcommunityaction.org.

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.

To the Contractor: Partnership for Community Action, 722 Isleta Blvd SW Suite B, Albuquerque, NM 87105, octaviom@forcommunityaction.org

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Partnership for Community Action

_____
Octavio Muñoz, Director of Operations

DATE: 05/01/2025

NMBTIN#: 02-172902-00-6

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/06/2025

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: John Dziak	
Associated Insurance Professionals, Inc 1429 Carlisle Blvd NE Albuquerque, NM 87110 License #: 0F14643	PHONE (A/C, No, Ext): 505-265-3704	FAX (A/C, No): 505-268-9631
	E-MAIL ADDRESS: johndz@aip-inc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	
INSURED	INSURER B : Continental Insurance Co., 35289	20508
PARTNERSHIP FOR COMMUNITY ACTION PO BOX 12320 ALBUQUERQUE, NM 87195	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00004857-844165** **REVISION NUMBER: 64**

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			PHPK2663604	03/05/2025	03/05/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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:							$
A	AUTOMOBILE LIABILITY			PHPK2663604	03/05/2025	03/05/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC794457911	10/15/2024	10/15/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N / A					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
A	Directors & Officers			PHSD1818197-014	10/22/2024	10/22/2025		1,000,000
A	Employment Prac			PHSD1818197-014	10/22/2024	10/22/2025		1,000,000

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

Covered by Philadelphia Indemnity Insurance Company, Professional Liability with $1,000,000 in coverage per occurance and a $2,000,000 aggregate limit.

CERTIFICATE HOLDER

City of Santa Fe
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

(JMD)

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Partnership for Community Action

Final Audit Report 2025-05-12

Created:	2025-05-05
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_TKjkvAV78Tj1tbouWd6VXJildPJ7yjJ

"Partnership for Community Action" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-05-05 - 11:07:37 PM GMT- IP address: 63.232.20.2

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2025-05-05 - 11:10:11 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-06 - 2:06:59 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-05-06 - 2:07:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
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Signature Date: 2025-05-06 - 6:57:44 PM GMT - Time Source: server- IP address: 104.156.39.164

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Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-07 - 8:28:54 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-07 - 8:28:56 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-05-12 - 4:39:50 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-12 - 4:44:49 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-12 - 4:44:49 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Gerard's House

Munis Vendor Number: 2137

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Gerard's House for the Purpose of Providing English and Spanish Grief Support Groups In the Total Amount of $224,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250523.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN (May 19, 2025 16:14 MDT) **Title:** _____ **Date:** 05/19/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
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Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250523

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Gerard's House herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
O. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

P. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide English and Spanish grief support groups to 112 individuals at $500.00 per person, per year.	

Compensation for services shall not exceed $56,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $224,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Gerard's House, P.O. Box 28693, Santa Fe NM 87592, nicole@gerardshouse.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.

To the Contractor: Gerard's House, P.O. Box 28693, Santa Fe NM 87592, nicole@gerardshouse.com.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Gerard's House

Nicole Maes Gonzales
Nicole Maes Gonzales (May 12, 2025 12:12 MDT)
Nicole Gonzales, Executive Director

DATE: 05/12/2025

NMBTIN#: 2382950008

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/25/2025

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:	
License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	PHONE (A/C, No, Ext): (505) 982-4296	FAX (A/C, No): (866) 621-0427
	E-MAIL ADDRESS: august.lathrop@hubinternational.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Gerard's House PO Box 28693 Santa Fe, NM 87592	INSURER A : Philadelphia Indemnity Insurance Company	18058
	INSURER B : New Mexico Premier Insurance Company	13675
	INSURER C :	
	INSURER D :	
	INSURER E :	
	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						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		PHPK2663794-015	3/1/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] 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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		0097809.108	3/1/2025	3/1/2026	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe Children & Youth Commission
Santa Fe Youth & Family Services Div
P O 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



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Gerard's House

Final Audit Report 2025-05-22

Created:	2025-05-15
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9DuvQWYJN7y3hzo7Zve2eXfpj0ng-sLB

"Gerard's House" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2025-05-15 - 7:43:03 PM GMT- IP address: 63.232.20.2

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2025-05-15 - 7:48:07 PM GMT

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2025-05-15 - 7:49:34 PM GMT- IP address: 104.47.64.254

Document e-signed by Christa Hernandez (chernandez@santafenm.gov)
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2025-05-16 - 1:59:09 PM GMT- IP address: 174.197.9.38

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2025-05-19 - 4:49:37 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-05-19 - 4:50:04 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-19 - 10:13:32 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-05-19 - 10:14:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-19 - 10:14:24 PM GMT

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2025-05-22 - 10:36:01 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-22 - 10:44:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-22 - 10:44:22 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Kitchen Angels

Munis Vendor Number: 2419

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Kitchen Angels for the Purpose of Providing Nutritional Meal Delivery and Navigation Services In the Total Amount of $280,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250526.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN
ERIKA LUJAN (May 19, 2025 16:14 MDT) **Title:** _____ **Date:** 05/19/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
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Thank you!

Christa Hernandez

Youth and Family Services Program Manager

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Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250526

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Kitchen Angels herein after referred to as the "Contractor."**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
O. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

P. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 20 unduplicated individuals at $1,400.00 per person, per year.	
02 Provide nutritional meal delivery services to 21 individuals at $2,000.00 per person, per year.	

Compensation for services shall not exceed $70,000.00 dollars annually for the term of this Agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $280,000.00.**

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 ("Effective Date"). This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Kitchen Angels, 1222 Siler Rd. Santa Fe, NM 87507, asmith@kitchenangels.org.

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.

To the Contractor: Kitchen Angels, 1222 Siler Rd. Santa Fe, NM 87507, asmith@kitchenangels.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined below. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If that Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

Fiscal Year Biannual Calendar:	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Kitchen Angels

Angie K. Smith
_____
Angie Smith, Executive Director

DATE: 05/12/2025

NMBTIN#: 02-265457-007

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2024

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mnellist@danielsinsuranceinc.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** INSURER A : Cincinnati Insurance Companies 10677 INSURER B : New Mexico Commercial Insuranc INSURER C : Philadelphia Indemnity Insuran 18058 INSURER D : INSURER E : INSURER F :
INSURED Kitchen Angels, Inc. 1222 Siler Road Santa Fe NM 875074106 (505) 471-7780	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 37855 (4) **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						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			ETD0439625	06/25/2024	06/25/2025	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
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] OTHER:						Empl Benefits Liab	$	1M/3M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO			ETD0439625	06/25/2024	06/25/2025	BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR			ETD0439625	06/25/2024	06/25/2025	EACH OCCURRENCE	$	3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	3,000,000
	[ ] DED X RETENTION $ none						products/C-O&a-	$	3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		26556.127	06/21/2024	06/21/2025	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
A	Professional Services			ETD0439625	06/25/2024	06/25/2025	Professional Liability	$	1,000,000
C	Accident Policy			PHPA132374	06/25/2024	06/25/2025	Medical Expense Max Benefit	$	100,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 875040909

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

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Kitchen Angels

Final Audit Report 2025-05-21

Created:	2025-05-15
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1RnaY3QcgMRwlD_gMTOBhwoLjFVqsp1N

"Kitchen Angels" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2025-05-15 - 6:47:23 PM GMT- IP address: 73.98.99.155

Document emailed to Christa Hernandez (chernandez@santafenm.gov) for signature
2025-05-15 - 7:27:34 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-15 - 7:29:34 PM GMT- IP address: 104.47.65.254

Document e-signed by Christa Hernandez (chernandez@santafenm.gov)
Signature Date: 2025-05-15 - 7:30:08 PM GMT - Time Source: server- IP address: 63.232.20.2

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Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-05-16 - 2:00:08 PM GMT- IP address: 174.197.9.38

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Signature Date: 2025-05-16 - 2:01:47 PM GMT - Time Source: server- IP address: 174.197.9.38

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-16 - 2:01:49 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-19 - 4:50:10 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-19 - 4:50:33 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-19 - 4:50:34 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)

2025-05-19 - 10:14:32 PM GMT- IP address: 104.47.65.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-19 - 10:14:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-19 - 10:14:49 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-05-21 - 4:18:23 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-21 - 4:30:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-21 - 4:30:54 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: La Familia Medical Center

Munis Vendor Number: 1425

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with La Familia Medical Center for the Purpose of Providing Diabetes Education, Prevention and Maternal Health Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250527.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 200,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN (May 28, 2025 10:10 MDT) **Title:** _____ **Date:** 05/28/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250527

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and La Familia Medical Center herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following Navigation and Safety Net Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
J. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

K. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Submit bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide diabetes education, prevention, and maternal health services to 250 individuals at $320.00 per person, per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

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 ("Effective Date"). This Agreement shall begin on date approved by the City, and end four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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 as a result of negligence apportioned to Contractor excluding all claims, suits and actions in which the United States is substituted for Contractor as the party in interest, including attorney's fees for personal injury or damage to property arising from the acts or omissions apportioned to 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 ; Federal 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.

The Health Resources and Services Administration (HRSA), in accordance with the Federally Supported Health Centers Assistance Act (FSHCAA), as amended, sections 224(g)-(n) of the Public Health Service (PHS) Act, 42 U.S.C. §§ 233(g)-(n), deems La Familia Medical Center and its staff to be an employee or employees of the Public Health Service for purposes of section 224, along with other obligations at law applicable to PHS deemed employees and non-governmental entities. Section 224(a) of the PHS Act provides liability protection under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2672, or by alternative administrative remedies provided by the United States where the availability of such remedies precludes a remedy under the FTCA. This protection is exclusive of any other civil action or proceeding. No provision in this Agreement modifies or waives any provision of the Federal 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, except and to the extent that the Federal Tort Claims Act provides liability protection and administrative remedy.

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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement. Contractor shall provide the HRSA Notice of Deeming Award in lieu of the obligations of this paragraph as proof of liability protection under the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2672, or alternative remedy and protection provided by the United States.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: La Familia Medical Center, 1035 Alto Street Santa Fe, NM 87501, bvanpelt@lfmctr.org.

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.

To the Contractor: La Familia Medical Center, 1035 Alto Street Santa Fe, NM 87501, bvanpelt@lfmctr.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any

excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
La Familia Medical Center

Brandy Van Pelt-Ramirez (May 21, 2025 18:08 MDT)
Brandy Van Pelt Ramirez, Executive Director

DATE: 05/21/2025

NMBTIN#: 01-781278-00-0

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2024

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: Gina Leander	
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-8186	FAX (A/C, No): (312) 595-4249
	E-MAIL ADDRESS: gina.leander@alliant.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
La Familia Medical Center PO Box 5395;1035 Alto Street Santa Fe, NM 87502-5395	INSURER A : Philadelphia Indemnity Insurance Company	18058
	INSURER B : Redwood Fire and Casualty Insurance Company	11673
	INSURER C : Columbia Casualty Company	31127
	INSURER D :	
	INSURER E :	
	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: X POLICY PRO-JECT LOC OTHER:	X		PHPK2572895009	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2572895009	7/1/2024	7/1/2025	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			PHUB871018009	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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		LAWC525079	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liabi			HMA6078701760	7/1/2024	7/1/2025	See Below	

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

"Gap" Professional Liability-Medical; Claims Made; Retroactive Date: 06/05/1996
$1,000,000 Each Claim; $3,000,000 Aggregate; $10,000,000 Policy Aggregate

RE: Agreement with the City for Cares Act Funding
The following are added as Additional Insured under General Liabilty when required by written contract or agreement with regard to above referenced-City of Santa Fe.
General Liability shall be Primary/Non-Contributory in favor of Additional Insured. 30 Day Cancellation Notification to Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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



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La Familia Medical Center

Final Audit Report 2025-06-02

Created:	2025-05-23
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlszPW10gaNTQdSWjKGtuFNw0LSwma9Cl

"La Familia Medical Center" History

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-06-02 - 3:51:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 3:51:57 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Las Cumbres Community Services

Munis Vendor Number: 2874

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Las Cumbres Community Services for the Purpose of Providing Navigation Services In the Total Amount of $260,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250528.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:29 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250528

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Las Cumbres Community Services, Inc. herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 26 unduplicated individuals at $2,500.00 per person, per year.	

Compensation for services shall not exceed $65,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $260,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Las Cumbres Community Services, Inc., 102 N. Coronado Ave., Espanola NM 87532, stacey.frymier@lccs-nm.org.

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.

To the Contractor: Las Cumbres Community Services, Inc., 102 N. Coronado Ave., Espanola NM 87532, stacey.frymier@lccs-nm.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due

to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Las Cumbres Community Services, Inc.

_____
Stacey Frymier, Executive Director

DATE: 04/29/2025

NMBTIN#: 01-770677-00-7

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2024

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: Ava Bizzell	
Poms & Associates Insurance Brokers	PHONE (A/C, No, Ext): (800) 898-6236	FAX (A/C, No): (505) 797-1432
201 3rd Street NW, Suite 1400	E-MAIL ADDRESS: abizzell@pomsassoc.com	
Albuquerque NM 87102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins/PHI	18058
INSURED	INSURER B : New Mexico Southwest Casulaty Company	10207
Las Cumbres Community Services, Inc.	INSURER C :	
102 N Coronado Ave	INSURER D :	
Administration Building	INSURER E :	
Espanola NM 87532-2700	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 MASTER **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2575509-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2575509-010	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB872307-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		61351.117	07/01/2024	07/01/2025	[ ] 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)

City of Santa Fe Children and Youth Commission is included as Additional Insured with respect to the General Liability policy per the attached endorsement.

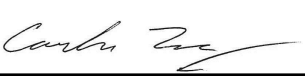
CERTIFICATE HOLDER

City of Santa Fe
Children and Youth Commission
200 Lincoln Ave. Room 122
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



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PRODUCER	CONTACT NAME: Ava Bizzell	
Poms & Associates Insurance Brokers	PHONE (A/C, No, Ext): (800) 898-6236	FAX (A/C, No): (505) 797-1432
201 3rd Street NW, Suite 1400	E-MAIL ADDRESS: abizzell@pomsassoc.com	
Albuquerque NM 87102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins/PHI	18058
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2575509-010	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB872307-010	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
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							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

City of Santa Fe
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

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Literacy Volunteers

Munis Vendor Number: 1429

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Literacy Volunteers for the Purpose of Providing Literacy Services In the Total Amount of $256,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250529.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: na **Date:** _____

CPO Comment/Exceptions: Not a Procurement, as per CPD an RFA not needing Procurement

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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:29 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

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- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250529

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Literacy Volunteers of Santa Fe herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and/or Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide literacy services to 256 individuals at $250.00 per person, per year.	

Compensation for services shall not exceed $64,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $256,000.00.**

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 four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Literacy Volunteers of Santa Fe, 6401 Richards Avenue, Santa Fe NM 87508, letty.naranjo@sfcc.edu.

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.

To the Contractor: Literacy Volunteers of Santa Fe, 6401 Richards Avenue, Santa Fe NM 87508, letty.naranjo@sfcc.edu.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine

restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Literacy Volunteers of Santa Fe

Letty Naranjo
_____
Letty Naranjo, Executive Director

DATE: 05/01/2025

NMBTIN#: 03-274250-00-9

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees ** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2024

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 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 **Poms & Associates Insurance Brokers** **CA License #0814733** **4500 Park Granada #206** **Calabasas, CA 91302**	**CONTACT NAME:** Risk Services **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818)449-9449 **E-MAIL ADDRESS:** rservices@pomsassoc.com
INSURED **New Mexico Public Schools Insurance Authority** **Member: Santa Fe Community College** **4110 Old Taos Highway** **Santa Fe, NM 87501**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A : New Mexico Public Schools Insurance Authority** — N/A **INSURER B : Safety National** **INSURER C :** **INSURER D :** **INSURER E :** **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	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0027	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=$750K.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, New Mexico 87504-0909

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



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: New Mexico Immigrant Law Center

Munis Vendor Number: 4146

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with the New Mexico Immigrant Law Center for the Purpose of Providing Legal Immigration and Navigation Services In the Total Amount of $300,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250530.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:28 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250530

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and the New Mexico Immigrant Law Center herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering navigation services and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will

be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 9 unduplicated individuals at $1,000.00 per person, per year.	
02 Provide legal immigration services to 33 individuals at $2,000.00, per person, per year.	

Compensation for services shall not exceed $75,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $300,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: New Mexico Immigrant Law Center, PO BOX 7040 Albuquerque NM 87194, jlandau@nmilc.org.

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.

To the Contractor: New Mexico Immigrant Law Center, PO BOX 7040 Albuquerque NM 87194, jlandau@nmilc.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
New Mexico Immigrant Law Center

Jenny Landau (May 1, 2025 13:26 MDT)
Jennifer Landau, Executive Director

DATE: 05/01/2025

NMBTIN#: 03-197869-00-0

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

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: Tami Kinswa	
Alliant Insurance Services, Inc. 401 Union St 31st Fl Seattle, WA 98101	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Tami.Kinswa@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Columbia Casualty Company	31127
INSURED	INSURER B :	
New Mexico Immigrant Law Center PO BOX 7040 Albuquerque, NM 87194-7040	INSURER C :	
	INSURER D :	
	INSURER E :	
	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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			LAS596606865	8/19/2024	8/19/2025	Limits	1,000,000
A	Professional Liab			LAS596606865	8/19/2024	8/19/2025	Gen Agg	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 Children & Youth Commission
200 Lincoln Ave, Rm #122
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



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New Mexico Immigrant Law Center

Final Audit Report 2025-05-12

Created:	2025-05-05
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ7_asqG_Hlsy7maxBzfoTSP0zerlpmiV

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Signature Date: 2025-05-12 - 4:39:38 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-12 - 4:39:38 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Santa Fe Dreamers Project

Munis Vendor Number: 6448

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Santa Fe Dreamers Project for the Purpose of Providing Full Representation For DACA Renewal Services, Legal Citizenship Services, Green Card Renewal Services, Green Card Services For First Time Applicants, and Individual Legal Consultation Services In the Total Amount of $240,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250531.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN (May 28, 2025 10:11 MDT) **Title:** _____ **Date:** 05/28/2025

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250531

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Santa Fe Dreamers Project herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide full representation for DACA renewal services to 40 individuals at $400.00 per person, per year.	
02 Provide full representation for legal citizenship services to 19 individuals at $1,000.00 per person, per year.	
03 Provide full representation for green card renewal services to 5 individuals at $1,000.00 per person, per year.	
04 Provide green card services for first-time applicants to 5 individuals at $3,000.00 per person, per year.	
05 Provide individual legal consultation services to 25 individuals at $200.00 per person, per year.	

Compensation for services shall not exceed $60,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $240,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504,
chernandez@santafenm.gov.

To the Contractor: Santa Fe Dreamers Project, PO Box 8009 Santa Fe NM 87504,
miles@santafedreamersproject.org.

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.

To the Contractor: Santa Fe Dreamers Project, PO Box 8009 Santa Fe NM 87504, miles@santafedreamersproject.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Santa Fe Dreamers Project

Miles Tokunow (May 22, 2025 15:40 CDT)
Miles Tokunow, Executive Director

DATE: 05/22/2025

NMBTIN#: 03378225003

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

*Represents current grantees

** Represents new grantees

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2025

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:	
Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	PHONE (A/C, No, Ext): (877) 600-2452	FAX (A/C, No): (800) 568-2991
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Hanover Atlantic Insurance Company Ltd.	NA
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Santa Fe Dreamers Project
1533 S St. Francis Drive , Suite E
Santa Fe, NM 87505

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	
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional			L3AA04422511	6/17/2024	6/17/2025	Per Claim	100,000
A	Lawyers Professional			L3AA04422511	6/17/2024	6/17/2025	Aggregate	300,000

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

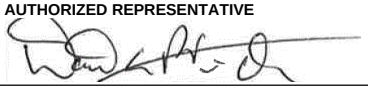
CERTIFICATE HOLDER

The City of Santa Fe
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



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Santa Fe Dreamers Project

Final Audit Report 2025-06-02

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By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTh5Ji2CQBYTZMWy1pcVgNqFwTCvoj2v

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Signature Date: 2025-06-02 - 4:13:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 4:13:54 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: Solace Sexual Assault Services

Munis Vendor Number: 3508

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with Solace Sexual Assault Services For the Purpose of Providing Forensic Interviewing Victim Services and Navigation Services In the Total Amount of $240,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250534.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN _____ **Title:** _____ **Date:** 05/21/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

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Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

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Deliverables:

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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250534

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Solace Sexual Assault Services herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the Unite Us platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and

emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 20 unduplicated individuals at $1,000.00 per person, per year.	
02 Provide forensic interviewing victim services to 80 individuals at $500.00 per person, per year.	

Compensation for services shall not exceed $60,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $240,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: Solace Sexual Assault Services, 6601 Valentine Way Santa Fe NM 87507, mjrodcadiz@findsolace.org.

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.

To the Contractor: Solace Sexual Assault Services, 6601 Valentine Way Santa Fe NM 87507, mjrodcadiz@findsolace.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
Solace Sexual Assault Services

Maria Jose Rodriguez Cadiz (May 21, 2025 13:07 MDT)
Maria Jose Rodriguez Cadiz, Executive Director

DATE:_____

NMBTIN#: 01-884645-00-9

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2024

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Solace Sexual Assault Services 6601 Valentine Way Santa Fe, NM 87507	INSURER A : Great American Insurance Company — NAIC # 16691 INSURER B : Great American Alliance Insurance Company — 26832 INSURER C : New Mexico Commercial Insurance Company — 15996 INSURER D : Coalition Insurance Company — 29530 INSURER E : 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: X POLICY PRO-JECT LOC OTHER:			PAC3161159-05	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROF ABUSE EB	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PAC3161159-05	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UMB3161160-05	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		75470113	7/1/2024	7/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Employee Theft			PAC3161159-05	7/1/2024	7/1/2025	Crime	92,300
D	Cyber/Privacy/Networ			C4MQ8438531CYBER2024	7/1/2024	7/1/2025	Limit	2,000,000

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

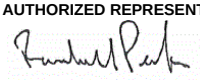
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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



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Solace Sexual Assault Services

Final Audit Report 2025-05-24

Created:	2025-05-21
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVrEGfit8Zdtyy6gSc60peTgYO8Vx0anc

"Solace Sexual Assault Services" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
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Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-21 - 10:54:09 PM GMT - Time Source: server- IP address: 75.237.120.70

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-21 - 10:54:10 PM GMT

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-24 - 0:15:51 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-24 - 0:15:51 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: St. Elizabeth Shelter

Munis Vendor Number: 1552

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with St. Elizabeth Shelter For the Purpose of Providing Homeless Safety Net and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250535.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN
ERIKA LUJAN (May 7, 2025 14:29 MDT) **Title:** _____ **Date:** 05/07/2025

Comment/Exceptions: _____

ATTACHMENTS:
Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications

Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

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    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250535

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and St. Elizabeth Shelter herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as navigation and/or safety net provider, rendering services related to navigation and/or safety net services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing safety net services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing navigation services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).

G. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
H. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
L. Attend regular meetings with City staff and community stakeholders, as needed or requested.
M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.
N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
O. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.
P. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 50 unduplicated individuals x $1,000.00 per year.	
02 Provide homeless safety net services to 300 individuals x $100.00 per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

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, 2029. 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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: St. Elizabeth Shelter, 804 Alarid St. Santa Fe NM 87505, director@steshelter.org.

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.

To the Contractor: St. Elizabeth Shelter, 804 Alarid St. Santa Fe NM 87505, director@steshelter.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

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

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

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
St. Elizabeth Shelter

Martin Ruybalid
Martin Ruybalid (Apr 29, 2025 14:11 MDT)

Martin Ruybalid, Executive Director

DATE: 04/29/2025

NMBTIN#: 02-059151-009

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

14. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

15. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

16. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

17. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

18. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

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 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 ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2019-01 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.131	01/05/2025	01/05/2026	WC STATU-TORY LIMITS [ ] 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

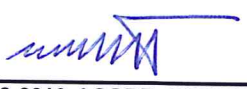
CERTIFICATE HOLDER

CITY OF SANTA FE
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



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St. Elizabeth Shelter

Final Audit Report 2025-05-12

Created:	2025-05-05
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-cnKrx2MRoy_pzfyrMmXkKlpGsY9u8JD

"St. Elizabeth Shelter" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-05-05 - 11:12:17 PM GMT- IP address: 63.232.20.2

Document emailed to Christa Hernandez (chernandez@santafenm.gov) for signature
2025-05-05 - 11:14:14 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-06 - 2:07:17 PM GMT- IP address: 104.47.65.254

Document e-signed by Christa Hernandez (chernandez@santafenm.gov)
Signature Date: 2025-05-06 - 2:07:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-05-06 - 2:07:24 PM GMT

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Signature Date: 2025-05-06 - 6:58:14 PM GMT - Time Source: server- IP address: 104.156.39.164

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2025-05-06 - 6:58:16 PM GMT

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2025-05-07 - 5:43:54 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-07 - 5:44:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-07 - 5:44:11 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-05-07 - 8:28:56 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-07 - 8:29:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-07 - 8:29:21 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-05-12 - 4:45:38 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-12 - 4:50:46 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-12 - 4:50:46 AM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: The Food Depot

Munis Vendor Number: 2178

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with The Food Depot For the Purpose of Providing Nutritious Food and Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250538.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From:	Matt Loehman
To:	HERNANDEZ, CHRISTA
Subject:	Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications

Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

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Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250538

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The Food Depot herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and

emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 50 unduplicated individuals at $1,000 per person, per year.	
02 Provide nutritious foods to 150 food insecure individuals at $200.00 per person, per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $320,000.00.**

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 terminate four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: The Food Depot, 1222 A Siler Rd. Santa Fe NM 87507, jdixon@thefooddepot.org.

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.

To the Contractor: The Food Depot, 1222 A Siler Rd. Santa Fe NM 87507, jdixon@thefooddepot.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or

the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
The Food Depot

Jill Dixon
Jill Dixon (May 28, 2025 12:38 MDT)
Jill Dixon, Executive Director

DATE: 05/28/2025

NMBTIN#: 02-267847-00-6

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2024

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: Marcella Nellist	
Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Food Depot, Inc. 1222A Siler Road Santa Fe NM 87507 (505) 471-1633	INSURER A: Cincinnati Insurance Companies	10677
	INSURER B: United States Liability Insuranc	25895
	INSURER C: New Mexico Assurance Company	13673
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38539 (48) **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:			EPP 0214646	10/12/2024	10/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1M/3M
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EPP 0214646	10/12/2024	10/12/2025	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 $ none			EPP 0214646	10/12/2024	10/12/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20870.127	10/13/2024	10/13/2025	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
B	Directors and Officers			NDO1559745G	10/13/2024	10/13/2025	Limit	$ 1,000,000
B	Employment Practices Liab			NDO1559745G	10/13/2024	10/13/2025	Limit	$ 1,000,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe, Community Health and Safety Dept, Youth and Family Services Division
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

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The Food Depot

Final Audit Report 2025-06-02

Created:	2025-05-28
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4c1-LcaVxE-lwil_U8PjM8JqqlCpbQHm

"The Food Depot" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2025-05-28 - 8:05:50 PM GMT- IP address: 63.232.20.2

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2025-05-28 - 8:14:17 PM GMT

Email viewed by Christa Hernandez (chernandez@santafenm.gov)
2025-05-28 - 8:16:28 PM GMT- IP address: 104.47.65.254

Document e-signed by Christa Hernandez (chernandez@santafenm.gov)
Signature Date: 2025-05-28 - 8:17:08 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-28 - 8:17:10 PM GMT

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2025-05-28 - 11:38:09 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-05-28 - 11:38:15 PM GMT - Time Source: server- IP address: 216.207.130.218

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-05-28 - 11:38:17 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-28 - 11:46:58 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-28 - 11:47:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-05-28 - 11:47:28 PM GMT

Powered by Adobe Acrobat Sign

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2025-05-29 - 1:15:50 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-05-29 - 1:16:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-05-29 - 1:16:12 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-06-02 - 9:16:40 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-06-02 - 9:23:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-02 - 9:23:33 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 29, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager

Via: Henri Hammond-Paul, Community Health and Safety Director

Subject: Human Services Committee Grantee Funding Recommendations

Vendor Name: The Life Link

Munis Vendor Number: 1340

ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of a Service Agreement with The Life Link For the Purpose of Providing Navigation Services In the Total Amount of $240,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250539.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Human Services Committee, in partnership with the County, wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to individuals who reside in Santa Fe.

Community organizations awarded Human Service Committee funding, to provide navigation services, participate in CONNECT; a network that helps individuals to navigate a complex, sometimes challenging system of care in Santa Fe. Organizations collect and track data to show the scope of community need and the collective impact to address those needs.

Community organizations awarded Human Services Committee funding, to provide safety net services, provide tangible services needed by individuals. Safety net services can include nutritious food, counseling services, literacy education, respite care etc.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in Santa Fe.

The Human Services Committee received thirty (30) applications and had $1, 240,000.00 in funding to allocate. The Committee recommends funding the identified nineteen (19) nonprofit organization listed in Appendix A.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was RFA

On January 20, 2025, RFA # 25101 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of February 19, 2025. The Youth and Family Services Division received thirty (30) applications for Human Services Committee funding, nineteen (19) were awarded funding.

Services will begin on July 1, 2025, all contracts will be for four years ending on June 30, 2029.

Chief Procurement Officer (CPO) / Designee: **na** **Date:** _____

CPO Comment/Exceptions: **Not a Procurement, as per CPD an RFA not needing Procurement**

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: ERIKA LUJAN _____ **Title:** _____ **Date:** 05/29/2025

ERIKA LUJAN (May 29, 2025 07:16 MDT)

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFA
Vendor's Application
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Service Agreement Contract

From:	LOVATO, JOANN D.
To:	HERNANDEZ, CHRISTA; Purchasing DET
Cc:	SANCHEZ, JULIE J.
Subject:	RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date:	Wednesday, January 15, 2025 1:25:40 PM
Attachments:	image001.png

Good afternoon,

As discussed at a previous meeting, since you are awarding funding and we are just the pass-through entity, this can be process as a Request for Applications (RFA).

Thank you.

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: HERNANDEZ, CHRISTA
Sent: Wednesday, December 11, 2024 12:41 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RE: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Afternoon,
I hope you are doing well today!

I am emailing to follow-up on the determination request below. I didn't see these services on the blanket memo that was just emailed.

Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov
CITY OF SANTA FE

From: HERNANDEZ, CHRISTA
Sent: Tuesday, December 3, 2024 10:28 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division

Good Morning,
I hope you are doing well today.

The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications
Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
- For Navigation Services:
    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:

Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information. Thank you!

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division
Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: DETERMINATION FOR SERVICES-HSC Request for Applications- Release of funding to support City of Santa Fe residents-Community Health and Safety Department- Youth and Family Services Division
Date: Wednesday, January 15, 2025 1:54:22 PM

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 Wed, Jan 15, 2025 at 1:48 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The Division is seeking your determination guidance on the below scope of work for multiple contractors to provide adult safety net and navigation services in the City of Santa Fe. The Human Services Committee (HSC) is anticipating have a total of $1,2 million to fund up to 25 organizations in FY25-29. Contracts would last for 4 years. Funding would be released in the community to support non-profit agencies serving adults over the age of 18.

SCOPE OF SERVICE FOR HSC Request for Applications

Funded projects will align with the vision and mission of the City of Santa Fe Human Services Committee. The application and reporting for this funding is streamlined so that organizations can focus on providing services. Funding for the Human Services Fund comes from 2% of the City's share of the state gross receipts tax for support services for the residents of the City of Santa Fe at approximately 1.2 million. Funding award amounts will be awarded to organizations who will provide adult safety net and navigation services to meet the essential health and human service needs of Santa Fe residents.

Contract terms will be for four years and will be based on a review of the performance in the first and second year by the Committee, biannual reports, audits and site visits. Applicants currently receiving other city funding may apply for the Human Services Fund; applicants will need to disclose all current city funding and applications will be reviewed by the Committee based upon the proposed services and community needs.

Deliverables:

- Biannual Reports
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    - Unite Us client data entry, completion of required client screenings, creation of case notes for clients served
    - Submission of program participant numbers, date of service, type of service provided
- For Safety Net Services:
    - Submission of the total number of clients served, summary of services, date of service, type of service provided

Please let me know if you require any additional information.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov

CITY OF SANTA FE

CONNECT COMMUNITY is our Greatest Resource

Item#_____
Munis Contract# 3250539

CITY OF SANTA FE
SERVICE AGREEMENT

Professional and General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and The Life Link herein after referred to as the "Contractor."**

DEFINITIONS

Navigation Services: Grantees will be a part of the CONNECT network and will assist clients ages 18 and older in navigating social systems (i.e., housing, food, transportation, utilities, etc.). Navigators will make referrals based on completed screenings within the city's identified closed loop referral management platform. The end goal is to identify unmet social needs and support clients in ensuring their essential health and human service needs are met.

Safety Net Services: Grantees will provide social services or offer programing to clients ages 18 and older (i.e. access to healthy foods, behavioral health services, health education, homeless shelters, domestic violence shelters). The end goal is to ensure clients are receiving the needed safety net services they are lacking.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as professional and general services provider, rendering Navigation Services and Safety Net Services for the City, as set forth in this Agreement; and

WHEREAS, the parties agree that the performance of the professional services is necessary and beneficial to the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following when providing Safety Net Services:

A. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
B. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
C. Attend regular meetings with City staff and community stakeholders, as needed or requested.
D. Submit bi-yearly data on performance measures, outcomes of safety net services, demographics, number of clients served, and any other measurements as agreed upon.
E. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
F. Partner with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

The Contractor shall perform the following when providing Navigation Services:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the City of Santa Fe's designated care coordination system and other possible data entry systems.
B. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
C. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
D. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required screening tool(s), and the city's designated care coordination system
E. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
G. Using the City's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and

emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.

H. Using the City's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.

I. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.

J. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.

K. Participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.

L. Attend regular meetings with City staff and community stakeholders, as needed or requested.

M. Adhere to Navigation protocols and Flexible Fund protocols as a payer of last resort for one-time expenses related to social determinants of health and CONNECT Network Standards.

N. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

O. Partner with City contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

P. Submit bi-yearly data on performance measures, outcomes of Safety Net Services, demographics, number of clients served, and any other measurements as agreed upon.

2. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

D. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to 40 unduplicated individuals at $1,500 per person, per year.	

Compensation for services shall not exceed $60,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $240,000.00.**

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 terminate

four (4) years from the Effective Date unless terminated pursuant to paragraph 7 (Termination) or paragraph 17 (Appropriations).

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/Contractor certifies the Contractor/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. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. 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.

C. 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.

D. 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. A 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: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: The Life Link, 2325 Cerrillos Rd. Santa Fe NM 87505, drdebernardi@thelifelink.org.

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.

To the Contractor: The Life Link, 2325 Cerrillos Rd. Santa Fe NM 87505, drdebernardi@thelifelink.org.

42. **Succession**

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

43. **Entire Agreement.**

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

44. **Penalties for violation of law.**

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

45. **Default/Breach.**

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

46. **Equitable Remedies.**

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

47. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or

the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the Community Health and Safety Department may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Report templates will be provided to grantees and should contain all requested information.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Mid-year report: July-December	January 15th
End of year report: January-June	June 15th

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:_____

CONTRACTOR:
The Life Link

_____
Michael DeBernardi, Executive Director

DATE: 05/27/2025

NMBTIN#: 02097780008

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

2400122/510400
Human Services/Grants and Services
Org Name/Org #

PSA GSA - 2024_The Life Link - FINAL

Final Audit Report 2025-05-27

Created:	2025-05-21
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5tTFcfXKzmzERhvBFhCFHWjfKWnkTdGI

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Agreement completed.
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Appendix A: Human Services Committee Recommended Funding for FY26-FY29

	Tier I (Safety Net)	Tier II (Navigation)	Organization Name	Recommended yearly funding totals	Four year contract totals	Adult Health	Behavioral Health	Community Safety	Equitable Society	Munis Contract #
1			Coming Home Connection	$ 72,000.00	$ 288,000.00					3250519
2			Esperanza Shelter	$ 50,000.00	$ 200,000.00					3250520
3			Partnership for Community Action- Fathers New Mexico	$ 54,000.00	$ 216,000.00					3250522
4			Gerard's House	$ 56,000.00	$ 224,000.00					3250523
5			Interfaith Community Shelter Group, Inc.	$ 80,000.00	$ 320,000.00					3250524
6			Kitchen Angels	$ 70,000.00	$ 280,000.00					3250526
7			La Familia Medical Center DBA La Familia Health	$ 80,000.00	$ 320,000.00					3250527
8			Las Cumbres Community Services, Inc.	$ 65,000.00	$ 260,000.00					3250528
9			Literacy Volunteers	$ 64,000.00	$ 256,000.00					3250529
10			New Mexico Immigrant Law Center	$ 75,000.00	$ 300,000.00					3250530
11			Santa Fe Dreamers Project	$ 60,000.00	$ 240,000.00					3250531
12			Santa Fe Recovery Center, Inc.	$ 80,000.00	$ 320,000.00					3250532
13			Scott's House	$ 40,000.00	$ 160,000.00					3250533
14			Solace Sexual Assault Services	$ 60,000.00	$ 240,000.00					3250534
15			St. Elizabeth Shelter	$ 80,000.00	$ 320,000.00					3250535
16			The Birthing Tree (TBT Fund)	$ 75,000.00	$ 300,000.00					3250536
17			The Food Depot	$ 80,000.00	$ 320,000.00					3250538
18			The Life Link	$ 60,000.00	$ 240,000.00					3250539
19			The Memory Care Alliance	$ 40,000.00	$ 160,000.00					3250540
				$ 1,241,000.00	**$ 4,964,000.00**					

Tier Definitions	
Tier I will focus on safety net services delivery, e.g., the number of individuals provided with units or items of service (i.e. food, clothes, hours of counseling, etc.).	**Tier II** will focus on closing referral loops by screening individuals and connecting individuals to community services. Navigators will complete required screenings (i.e. Social Needs and Evaluation) to determine unmet needs and will coordinate care and services using the Unite Us platform (as well as other resources outside the platform when necessary).

Appendix B: Human Services Committee FY 26-29 Application Summaries

1. **Coming Home Connection***
   Provide caregiving, equipment loans and navigation services.
   Yearly service projections: 140 individuals

2. **Esperanza Shelter***
   Provide emergency shelter and navigation services.
   Yearly service projections: 31 individuals

3. **Partnership for Community Action- Fathers New Mexico***
   Provide navigation services.
   Yearly service projections: 27 individuals

4. **Gerard's House****
   Provide English and Spanish grief support groups.
   Yearly service projections: 112 individuals

5. **Interfaith Community Shelter Group, Inc.***
   Provide overnight shelter, life-stabilizing services and navigation services.
   Yearly service projections: 410 individuals

6. **Kitchen Angels***
   Provide nutritional meal delivery and navigation services.
   Yearly service projections: 41 individuals

7. **La Familia Medical Center DBA La Familia Health***
   Provide diabetes education, prevention, and maternal health services.
   Yearly service projections: 250 individuals

8. **Las Cumbres Community Services, Inc.***
   Provide navigation services.
   Yearly service projections: 26 individuals

9. **Literacy Volunteers of Santa Fe***
   Provide literacy services.
   Yearly service projections: 256 individuals

10. **New Mexico Immigrant Law Center***
    Provide legal immigration and navigation services.
    Yearly service projections: 42 individuals

*Represents current grantees ** Represents new grantees

11. Santa Fe Dreamers Project*

Provide full representation for DACA renewal services, legal citizenship services, green card renewal services, green card services for first time applicants, and individual legal consultation services

Yearly service projections: 94 individuals

12. Santa Fe Recovery Center, Inc.**

Provide behavioral health services, basic needs support, parenting classes, life skills training and navigation services.

Yearly service projections: 80 individuals

13. Scott's House**

Provide hospice, respite and end of life services.

Yearly service projections: 100 individuals

14. Solace Sexual Assault Services*

Provide forensic interviewing victim services and navigation services.

Yearly service projections: 100 individuals

15. St. Elizabeth Shelter*

Provide homeless safety net and navigation services.

Yearly service projections: 350 individuals

16. The Birthing Tree (TBT Fund) *

Provide antepartum doula and perinatal support services.

Yearly service projections: 30 individuals

17. The Food Depot*

Provide nutritious food and navigation services

Yearly service projections: 200 individuals

18. The Life Link*

Provide navigation services.

Yearly service projections: 40 individuals

19. The Memory Care Alliance**

Provide peer-based groups (new clients), care giver education, peer-based groups (existing clients), host Care Giver Day (new clients) and provide navigation services.

Yearly service projections: 110 individuals

Appendix C: Human Services Committee FY26-29 Evaluation Factors

HUMAN SERVICES COMMITTEE APPLICATION EVALUATION FACTORS

A scoring rubric will be used to score applicants on the criteria above. Scores of the evaluation committee members will be totaled to determine the top-rated projects.

EVALUATION FACTORS	
CRITERIA	**Max. Score**
1. Program Overview	**80 points**
2. Community Need	**40 points**
3. Implementation	**80 points**
4. Collaboration	**40 points**
5. Program Evaluation	**80 points**
6. Budget and Sustainability	**80 points**
TOTAL:	**400**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Premier Insurance Com	13675
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER B : ACE Property and Casualty Insura	20699
	INSURER C : Ace American Insurance Company	22667
	INSURER D : Travelers Casualty and Surety	19038
	INSURER E :	
	INSURER F :	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38769 (20) **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		
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			SVRD37800545003	11/30/2024	11/30/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	20,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	3,000,000
	OTHER:						Empl Benefits Liab	$	1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CALH0861555A003	11/30/2024	11/30/2025	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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.135	11/27/2024	11/27/2025	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate	$	1M/3M
D	Crime			105649125	11/30/2024	11/30/2025	Employee Theft	$	400,000

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. 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

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CITY OF SANTA FE

The Purchasing Memo

Date: May 2, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director HHP

Subject: Aspen Solutions Data Consultation Services

Vendor Name: Aspen Solutions LLC

Munis Vendor Number: 6094

ITEM AND ISSUE:
Community Health and Safety Department Request for Approval of a Professional Services Contract with Aspen Solutions LLC for the Purpose of Providing Data Consultation Services to Human Services Committee and Children and Youth Commission Grantees In the Total Amount of $400,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:
The FY25 Munis contract number is 3250560.

BACKGROUND AND SUMMARY:
The City of Santa Fe released a Request for Proposal (RFP) solicitation on February 18, 2025, to solicit proposals from organizations to provide data consultation services and Results Based Accountability training and support to Human Services Committee (HSC) and Children and Youth Commission (CYC) grantees.

Aspen Solutions will assist grantees in tracking data measures linked to the strategic plans of either the Human Services Committee or the Children and Youth Commission. They will train all grantees on Results Based Accountability, a methodology utilized by both the Human Services Committee and the Children and Youth Commission, to develop a strategic framework which will identify funding priorities and related health and social determinant indicators for community health improvement. Aspen Solutions will also assist grantees in tracking the navigation services being provided by those organizations who are a part of CONNECT.

CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all individuals in Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership for CONNECT, on November 10th, 2020, through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Children and Youth Fund

Munis Org Name/Number: 2560122

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins **Date:** 05/08/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

On February 18, 2025, RFP #25096 was issued through Tyler Munis Vendor Self Service procurement portal with a receipt date of March 14, 2025. The Youth and Family Services Division received one (1) proposal for data consultation services.

Services will begin on July 1, 2025, all contracts will be for four years ending June 30, 2029.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 05/09/2025

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: _____

ATTACHMENTS:

Procurement document: RFP

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract

Item #: _____
Munis Contract #: 3250560_____
RFP#: 25096____

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **Aspen Solutions LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

1. Meet with Human Services Committee ("HSC") and Children and Youth Commission ("CYC") grant funded organizations to identify and plan how data collection, tracking, and reporting will occur as part of the grantee's contract requirements.
2. Provide training and ongoing support to HSC and CYC grant funded organizations with inputting data and submitting biannual reporting for their funded program, as well as other grantee identified needs.
3. Review biannual report submissions and compile information into a presentation and overview document to be shared with commissioners and committee members. Information should highlight grantee quantitative and qualitative data, outcomes, and challenges.
4. Participate in and provide updates to the HSC and CYC on grantees in biannual reports.
5. Assist the HSC and CYC with development of data collection priorities using local, state, or regional data as part of the annual strategic planning process.
6. Work with grantees to develop target outcomes using the Results Based Accountability framework which are in line with CYC and HSC's Key Indicators.
7. Assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the HSC or CYC.
8. Attend meetings with City staff and community stakeholders.
9. Participate in the City's identified closed loop referral platform meetings to discuss and review network standards, data collection and inputting data into the closed loop referral platform.
10. Provide feedback on CONNECT navigation protocols and network standards.

11. Create and compile survey results administered to navigators about CONNECT to support quality improvement/evaluation initiatives.
12. Create and compile survey results administered to grantees for HSC and CYC insight related to quality improvement, evaluation or other initiatives.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to data consultation for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon the Scope of Work and Deliverables listed above, such compensation not to exceed $100,000.00 annually, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $400,000.00**.

B. Payment. The total compensation under this Agreement shall not exceed **$400,000.00**, including New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. 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 Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this 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 6, "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.*

6. Appropriations

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

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue

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

8. Assignment

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

9. Subcontracting

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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This 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 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. Entire Agreement.

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

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.

All terms and conditions of **RFP # 25096 Children and Youth Commission and Human Services Committee Grantee Data Consultant** and the Contractor's response to such document(s) are incorporated herein 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. Professional Liability Insurance

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

22. 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. **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.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: Christa Hernandez, PO Box 909 Santa Fe, NM 87504, chernandez@santafenm.gov

To the Contractor: Aspen Solutions LLC, 300 Paseo de Peralta 210 Santa Fe, NM 87501, natalie@aspensolutions.consulting.

29. Authority

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

30. Non-Collusion

In signing this 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's Chief Procurement Officer.

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CONTRACTOR: Aspen Solutions LLC

Natalie Skogerboe (Apr 23, 2025 10:56 MDT)

Natalie Skogerboe, Director

DATE: 04/23/2025

NMBTIN#: 03-240132-00-9

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner

Kyle Hibner (Apr 25, 2025 12:58 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

The City of Santa Fe, Central Purchasing Division
AND
Community Health and Safety Department

REQUEST FOR PROPOSALS (RFP)

Children and Youth Commission and Human Services Committee Grantee Data Consultant

RFP# 25096

Proposals are due on: March 14, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of this RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services for data consultation using a Results Based Accountability framework to support Human Services Committee and Children and Youth Commission grantees.

B. BACKGROUND INFORMATION

The Human Services Committee was formed by Governing Body Resolution in 1987 and is charged by the City of Santa Fe Ordinance (2016) to advise and recommend health and human service policies, assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human service programs, provide technical assistance to programs, and make funding recommendations to the Governing Body to support nonprofit organizations that provide and maintain a safety net of services to meet the essential health and human service needs of individuals age 18 and over who reside in Santa Fe.

The Committee receives 2% of the gross receipts tax (GRT) and administers the Human Services Fund which is awarded to local nonprofits through a three-year funding cycle at approximately $1.2 million annually. The funding amount varies due to GRT fluctuations. The Committee works in partnership with the Youth and Family Services Division staff liaison to effectively describe, plan, coordinate, sustain, and improve health and human services in Santa Fe.

In 2018, the Human Services Committee adopted the Results-Based Accountability (RBA) methodology to develop a strategic framework that identifies funding priorities and related health and social determinant indicators for community health improvement. The Human Services Committee gathered information on critical community health status and inequities identified through qualitative and quantitative data, needs assessments and information gathering.

The Results-Based Accountability Framework identifies the desired *results in mind* for the Human Services Committee's four funding priority areas:

- Adult Health
- Behavioral Health
- Community Safety
- Equitable Society

The Children and Youth Commission was formed by Governing Body Resolution 1989 and is charged by the City of Santa Fe Ordinance (1998) with surveying and assessing the needs of the children and youth within the city of Santa Fe; identifying and recommending to the governing body existing legislation, policies and programs that promote the healthy development of young people; determining priorities for program development, advocating in the community on behalf of children and youth; and planning short and long range improvements for young people, from birth through the age of twenty-one (21).

The Commission receives 3% of the City's gross receipts tax (GRT) and administers the Children and Youth Fund which is awarded to local nonprofits through a three-year funding cycle at approximately $1.2 million annually. The funding amount varies due to GRT fluctuations. The purpose of the fund is to support community programs that promote the healthy development of children and youth, ages birth to twenty-one (21). The Commission works in partnership with the City liaison of the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate and support children and youth related efforts in the Santa Fe community. Plans and policies are presented to the governing body for approval.

In 2019, to create effectiveness and efficiency in the funding and community work that comes out of the Youth and Family Services Division, the Santa Fe Regional Juvenile Justice Board successfully merged with the Children and Youth Commission. The Santa Fe Regional Juvenile Justice Board brings extensive knowledge on opportunity and juvenile justice involved youth as well as $198,000.00 in state Children, Youth and Families Department (CYFD) Juvenile Justice Prevention funding.

The newly merged Commission strives to see positive results in the lives of community members - including improved health, improved behavioral health, improved sense of safety, and more equitable access to the kinds of opportunities that allow all constituents to achieve their full potential. The Commission is working towards affecting the overall health, safety, and quality of life of all children in Santa Fe.

In 2019, the Children and Youth Commission adopted the Results-Based Accountability (RBA) methodology to address some of the community's most urgent needs. The Commission also identified shared values, guiding principles and developed vision and mission statements.

The Results-Based Accountability Framework identifies the desired *results in mind* for the Children and Youth Commission's three funding priority areas:

- Safety and Basic Needs
- Early Childhood and Supplemental Education
- Youth Wellness

Results-Based Accountability (RBA) is a disciplined way of thinking and acting to improve entrenched and complex social problems. Communities use this methodology to improve the lives of children, youth, families and adults. RBA is used by grantees funded by the City of Santa Fe's Youth and Family Services Division to measure the impact of programs and services being provided.

RBA is the use of data-driven, decision-making processes to support communities or organizations in moving past assessing needs and towards implementing actionable steps to address identified issues within a community. One key distinction of RBA is how population and performance measures are identified and how this information then determines how impact is measured.

Results-Based Accountability (RBA) can support policymakers, funders, and program administrators to:

- Identify how well programs are doing
- Determine where programs might need to make changes
- Hold programs accountable for performance
- Identify what changes will be needed to "turn the curve"

C. SCOPE OF PROCUREMENT

The City of Santa Fe Youth and Family Services Division is soliciting proposals from data experts, evaluators, or other professionals in the field of social work, sociology, and/or public health. The solicitation is for up to four-year contract worth up to $100K per year in the areas of Program Evaluation, Data Collection, Analysis, and Reporting to assist nonprofit grantee organizations contracted by the Human Services Committee and Children and Youth Commission through the City of Santa Fe. The contractor will:

- train grantees on Results Based Accountability
- support grantees in identifying measurable data points which will be reported on biannually
- create grantee reporting templates which capture the information required by the City of Santa Fe's Program Manager, Human Services Committee, and Children and Youth Commission
- present summaries of the submitted mid-year and end of year reports from grantees to the Human Services Committee, and Children and Youth Commission
- support with other data consultation requests as requested by the City of Santa Fe's Program Manager, Human Services Committee, and Children and Youth Commission

The contractor will have a broad view of the needs and programs serving the Santa Fe community and specialized experience in data collection methodologies, software systems, evidence-based practices and fidelity assessments (developmental, process, outcome). The contractor will also understand the importance of ensuring confidentiality and transparency in the dissemination of information. The goal is to support grantees in measuring the impact of the programs and services they are proving.

The work includes but is not limited to;

1. Meet with grantees to conduct an analysis of current data collection, reporting, and use of Unite Us.
2. Providing training and ongoing support to grant contracted organizations with inputting data and submitting biannual reporting for their funded program, as well as other grantee identified needs;
3. Review biannual report submissions and compile information into a presentation and overview document to be shared with commissioners and committee members. Information should highlight granted quantitative and qualitative data, outcomes, and challenges.
4. As requested, participate in and provide updates to the Human Services Committee and Children and Youth Commission on grantee biannual reports.
5. As needed, assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state, or regional data as part of the annual strategic planning process.
6. Work with grantees to develop target outcomes using the RBA framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators.
7. As needed, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
8. As needed, attend meetings with City staff and community stakeholders.
9. As needed, participate in Unite Us meetings on network standards, data collection and inputting data into Unite Us.
10. Provide feedback on CONNECT navigation protocols, and network standards.
11. As requested, create and compile survey results administered to navigators about CONNECT to support with quality improvement/evaluation initiatives.

12. As requested, create and compile survey results administered to grantees for Commission or Committee insight related to quality improvement, evaluation or other initiatives.

Contractor will be reimbursed for travel and per diem expenses in accordance with the applicable U.S. General Services Administration (GSA) rates.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Youth and Family Services Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Christa Hernandez, Procurement Manager
Telephone: (505) 955-6728

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

   Procurement Manager: chernandez@santafenm.gov
   Central Purchasing Division: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:



G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

Other relevant links:
https://www.santafenm.gov/connect
https://uniteus.com
https://clearimpact.com/results-based-accountability/

The data project will be based on the indicators and priorities outlined by the Children and Youth Commission (https://santafenm.gov/community-services/children-and-youth-commission) and the Human Services Committee (https://santafenm.gov/community-services/human-services-committee)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	**Responsible Party**	**Due Dates**	**Times (in Mountain)**
Issue RFP	Central Purchasing Division	February 14, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	February 21, 2025	9:00 – 10:30AM
Deadline for Written Questions	Potential Offerors	February 28, 2025	No later than 5:00 PM
Response to Written Questions	Procurement Manager	March 7, 2025	
Proposals Due Date	Offerors	March 14, 2025	No later than 3:00 PM
*Interviews (If Necessary)	*Potential Offerors*	March 19*, 2025*	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	March 24, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	April 8, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	April 22, 2025	
*Best and Final Offers	Offerors	April 22, 2025	
*Governing Body Approval	Governing Body	May 14, 2025	
*Contract Award(s)	Requesting Department	May 19, 2025	

*Dates indicated in after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events , above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City Public Utilities Department on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 9:00am MST via MS Teams.
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjcxZjY2YjAtY2U1Zi00MGYwLTgyZmMtNDhhZDcwY2IyMzg0%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%2297f62189-92f2-417d-a178-e85e07d690b6%22%7d
Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central.

5. Proposals Due Date

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION.

Proposals must be submitted electronically through the link in the Response Format and Organization section. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Identification of Potential Best-Valued Offeror(s)

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Procurement Manager in conjunction with the Central Purchasing Division and the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors and point values listed in this RFP. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in the Evaluation section will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

7. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

8. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Sequence of Events.

9. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Sequence of Events, or on an accelerated timeline from finalists. The purpose

would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal based on information discovered during the Clarification Meeting.

10. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

11. Contract Awards

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

12. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov
PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

13. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, the contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror, taking into consideration the evaluation factors set forth in this RFP the Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror without undertaking a new procurement process.

C. GENERAL REQUIREMENTS


GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx. by the submission deadline in Explanation of Events. Submissions cannot be password protected and must be in PDF format. ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the Offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview (If Necessary)	25
5	Local Preference	3 or 6*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration and Checklist.** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The Offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the Offeror proposes to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** The Offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information regarding the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
ii. Provide high performing Offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittal must NOT contain any names that can be used to identify who the Offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document must be used by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the Offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. <u>Overview of the Scope/Level of Expertise Plan</u> - The Scope/Level of Expertise Plan is to allow Offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the Offeror can accomplish the

subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the Offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The Offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

vi. Interviews – The city may shortlist (if necessary) the top-rated Offerors. The shortlisted Offerors (if necessary) will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested

e) Local Preferences.

To qualify for a local preference, an Offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its proposal, showing that the business is located within the Santa Fe municipal limits. If a proposal is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued preference Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 13-1-22.

a. When the City makes a purchase using a formal RFP process, not including contracts awarded on a point-based system, the City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a business with all resident business subcontractors.
b. When the City makes a purchase using a formal request for proposals' process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 3% of the total points possible to a local resident business. The City shall award an additional 3% of the total possible points to a business with all resident business subcontractors.

The maximum available local preference shall be 6% on projects funded by the city.

A. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if the expenditure for the resulting agreement includes federal funds.

Only one submitted preference will be applied per solicitation, not multiple. Applications are available for download at: http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of Offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to the City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offeror will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

D. AWARD

The City will notify each Offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one Offeror. The decision of the RFP award by the City is final.

b) The City, at its sole discretion, may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not meet the full requirements of the RFP.

The final award is dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements in proposals can be added or amended, at the City's sole option, and may be included in the final contract. Obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

All Offeror's performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist
☐	Attachment B	Campaign Contribution Disclosure Form
☐	Attachment C	Conflict of Interest
☐	Attachment D	Non-collusion Affidavit
☐	Attachment E	Key Personnel Lead Form
☐	Attachment F	Project Cost Proposal Form
☐	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	Attachment H	Reference List

RFP # 25036

_____	_____
Phone Number	Company Name
_____	_____
Mailing Address	FEIN#
_____	_____
City and Country	NM BTIN#

1. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

2. Use of subcontractors (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

3. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.
(N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
(Attach extra sheets, as needed)

5. By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified above, I accept the Conditions Governing this Procurement
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #1. A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money.
or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Sections 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Project Manager needs to describe the conflict.

The Project Manager agrees that, if after award, an organizational conflict of interest is discovered, Project Manager makes an immediate and full written disclosure to the City that includes a description of the action that Project Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Project Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded On-Call Automation, Controls, and SCADA Engineering Services. For the duration of this firm's involvement in the Project Manager gratuity or consideration or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the proposed contract.

I certify that this firm will keep all proposed contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the proposed contract. I understand that if this firm leaves this proposed contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the proposed contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal

penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the proposed contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: _____

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables.
2. A cost breakout by project area (Labor, Materials and Overhead)
   a. Equipment should be included in labor

#	**Deliverables**	**Cost**
1		$
2		$
3		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	Total Cost	**$**

#	**Project Area**	**Cost**
1	Labor (# of Man hours)	$ ( )
2	Materials	$
3	Overhead	$
	Total Cost	**$**

Option Year 1: (07/01/2025 thru 06/30/2026) Price: $ _____
Option Year 2: (07/01/2026 thru 06/30/2027) Price: $ _____
Option Year 3: (07/01/2027 thru 06/30/2028) Price: $ _____
Option Year 4: (07/01/2028 thru 06/30/2029) Price: $ _____

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1.	Is your PC Submittal (Attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)?	☐ Yes ☐ No
2.	Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?	☐ Yes ☐ No
3.	Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?	☐ Yes ☐ No
4.	Do you understand that the contents of PC Submittal will become part of the Contract?	☐ Yes ☐ No
5.	Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?	☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other Offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example (gray highlighted column) in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of Data Consultation Projects	1		
# of Data Consultation Projects with a government entity	1		
# of Data Reports Compiled from Local, State and National Sources Used to Support with Strategic Action Planning	1		
# of Data Presentations Compiled from Submitted Reports and Presented to Committees or Commissions	1		
# of Service Providers Trained in RBA	35		
Average Budget ($)	$100K		
Average Duration (year)	4		
Customer Satisfaction	10/10		
Average Time Deviation (%)	0%		
Average Cost Deviation (%)	0%		

Additional Project Performance Criteria	Offeror's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment E: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Additional labor to expedite work	5%	0	Increased cost by 5%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by the City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	###-###-####	$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offeror and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offeror for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award.

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Weekly Risk Reporting System (WRRS, Attachment J), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.

b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all

participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:

i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
ii. Present the scope of services (schedule, cost, deliverables, etc.).
iii. Identify the City's responsibilities.
iv. Propose the Weekly Risk Report (WRR) format.
v. Field questions and concerns from City stakeholders.
vi. Listen to concerns, issues, and comments from the City stakeholders.
vii. Propose a schedule to finalize the Clarification Phase and the contract documents.

c. Once the First Clarification Meeting is held, and if the City is comfortable with the offer, the Clarification Phase begins. The Offeror may be required to complete the following:
   i. Revisit the site/buildings/campus to do any additional investigation.
   ii. Coordinate with all parties that will be involved with the delivery of products/services.
   iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
   iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Weekly Risk Report format (WRR)
f. Project financial summary.
   i. The Offeror's Original Price Proposal.
   ii. A list of agreed/accepted Value-Added Options (with impact to price)
   iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
   iv. A Price Breakout and Payment Schedule.
g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the contract period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by the City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The Contract included as a separate PDF attachment represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify the Contract prior to, or during, the award process, as necessary.

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: $90,000

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables.
2. A cost breakout by project area (Labor, Materials and Overhead)
   a. Equipment should be included in labor

#	Deliverables	Cost
1	Meet with grantees to conduct an analysis of current data collection, reporting and use of the Unite Us platform.	$5,000
2	Provide training and technical assistance to grant contracted organizations with data collection and monitoring and submitting biannual city reports for their funded program, as well as other grantee identified needs.	$20,000
3	Meet with and engage City staff and community stakeholders to plan services and share updates, and participate in Navigation meetings, Unites Us meetings, and other CYC or HSC events.	$5,000
4	Review grantee bi-annual reports and develop summary reports, presentations, and/or fact sheets for the Commissioners and committee members that highlights grantee quantitative and qualitative data, progress, outcomes, and challenges.	$30,000
5	Participate in and provide updates and presentations on grantee performance to the Human Services Committee and Children and Youth Commission and other municipal committees as appropriate.	$10,000
6	Assist the Human Services Committee and Children and Youth Commission with development of data priorities using local, state or regional data as part of the annual strategic planning process.	$5,000
7	Prepare and present ends framework data presentations to highlight data priorities and emerging trends to the Human Services Committee and Children and Youth Commission and other municipal committees as appropriate.	$2,500
8	Work with grantees and the CYC and HSC to develop target outcomes using the RBA framework which are in line with	$5,000

	CYC and HSC's Key Indicators; and develop a uniform data collection and reporting form for RBA metrics.	
9	Create and report on survey and/or focus group results from navigators, grantees, and CONNECT stakeholders to support quality improvement and evaluation, as requested.	$5,000
10	As needed, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission, including following navigation protocols and/or network standards.	$2,500
	Total Cost	**$90,000**

#	**Project Area**	**Cost**
1	Labor (# of Man hours)	$81,000 (810 hours)
2	Materials	$0
3	Overhead	$9,000
	Total Cost	**$90,000**

Option Year 1: (07/01/2025 thru 06/30/2026) Price: $ $90,000
Option Year 2: (07/01/2026 thru 06/30/2027) Price: $ $90,000
Option Year 3: (07/01/2027 thru 06/30/2028) Price: $ $90,000
Option Year 4: (07/01/2028 thru 06/30/2029) Price: $ $90,000

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☒	Attachment A	Proposal Cover Page, Declaration & Checklist
☒	Attachment B	Campaign Contribution Disclosure Form
☒	Attachment C	Conflict of Interest
☒	Attachment D	Non-collusion Affidavit
☒	Attachment E	Key Personnel Lead Form
☒	Attachment F	Project Cost Proposal Form
☒	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☒	Attachment G (1)	Level of Expertise (LE) Plan
☒	Attachment G (2)	Value Added (VA) Plan
☒	Attachment H	Reference List

RFP # 25036

505-239-0613
Phone Number

Aspen Solutions, LLC
Company Name

4029 Painted Pony Circle, Santa Fe NM 87507
Mailing Address

45-4072252
FEIN#

City of Santa Fe, Santa Fe County
City and Country

03-240132-00-9
NM BTIN#

1. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name	Natalie Skogerboe		
Title	Owner & Director		
Email	natalie@aspensolutions.consulting		
Telephone	505-239-0613		

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

2. Use of subcontractors (Select one):

__ _ No subcontractors will be used in the performance of any resultant contract, OR
_X_ The following subcontractors will be used in the performance of any resultant contract:
Ana Coghlan, PhD, will be subcontracted with Aspen Solutions to co-lead the project with Natalie Skogerboe.
(Attach extra sheets, as needed)

3. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.
(N/A, None, Does not apply, etc. are acceptable responses to this item.)

None
(Attach extra sheets, as needed)

5. By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified above, I accept the Conditions Governing this Procurement
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors; and
- I acknowledge receipt of all amendments to this RFP, if any.



March 11, 2025
Authorized Signature and Date (*Must be signed by the individual identified in item #1. A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Sections 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: N/A

Relation to Prospective Contractor: N/A

Date Contribution(s) Made: N/A

Amount(s) of Contribution(s) N/A

Nature of Contribution(s) N/A

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR—

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



Signature March 11, 2025
Date

Owner & Director, Aspen Solutions
Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Manager, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Project Manager needs to describe the conflict.

The Project Manager agrees that, if after award, an organizational conflict of interest is discovered, Project Manager makes an immediate and full written disclosure to the City that includes a description of the action that Project Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Project Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _Natalie Skogerboe___ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded On-Call Automation, Controls, and SCADA Engineering Services. For the duration of this firm's involvement in the Project Manager gratuity or consideration or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the proposed contract.

I certify that this firm will keep all proposed contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the proposed contract. I understand that if this firm leaves this proposed contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the proposed contract information. I

fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the proposed contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Aspen Solutions

Authorized Representative/Title: Natalie Skogerboe

Phone Number: 505-239-0613

Fax Number:

Email Address: natalie@aspensolutions.consulting

Signature: 

Date: March 11, 2025

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the ___Owner & Director_____ (insert title) and the duly authorized representative of ___Aspen Solutions_____ (insert organization's name) whose address is _____4029 Painted Pony Circle, Santa Fe, NM 87507_____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name ____Natalie Skogerboe_____

Title _____Owner & Director_____

Date _____March 11, 2025_____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: Natalie Skogerboe, Owner & Director

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1.	Is your PC Submittal (Attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)?	☒ Yes ☐ No
2.	Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is?	☒ Yes ☐ No
3.	Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?	☒ Yes ☐ No
4.	Do you understand that the contents of PC Submittal will become part of the Contract?	☒ Yes ☐ No
5.	Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?	☒ Yes ☐ No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other Offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example (gray highlighted column) in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of Data Consultation Projects	1	47	1-31
# of Data Consultation Projects with a government entity	1	28	2,3,5,6,7,10,12,13,15,16,19,20, 21,22,23,24,26,27,28,29,30
# of Data Reports Compiled from Local, State and National Sources Used to Support with Strategic Action Planning	1	690	1-13, 15-31
# of Data Presentations Compiled from Submitted Reports and Presented to Committees or Commissions	1	582	1-16, 18-29, 31
# of Service Providers Trained in RBA	35	61	1,5,14
Average Budget ($)	$100K	$145,000	1-31
Average Duration (year)	4	3.4	1-31
Customer Satisfaction	10/10	9.9/10 Overall Satisfaction 9.75/10 Net Promoter Score	5
Average Time Deviation (%)	0%	0%	1-31
Average Cost Deviation (%)	0%	0%	1-31

Additional Project Performance Criteria	Offeror's Project Performance	Ref #
Additional Studies: In-depth studies and presentations on special populations, emerging trends, and program outcomes (case studies, focus groups, special reports).	6	4,5,8,9,10,22

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment E: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
1	**Expert Presentations:** Provide expertise on emerging trends, progress, outcomes, and/or evidence-based practices with other City committees, the broader Unite Us networks, and other external partners.	5%	0	Increase cost by 5%	1,2,4,11,12, 15,20,29
2	**Electronic Data Management System:** Employ an online data management tool (such as SmartSheets) to house information and reports, generate data dashboards, report submissions, and provide resources.	20%	0	Increase cost by 20%	26
3	**Logic Model Development:** Facilitate logic model/theory of change trainings and individualized technical assistance and measurement plan development for grantees who elect to participate.	2.5%	0	Increase cost by 2.5%	2,7,13,14,15, 16,19,29

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by the City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

***Note: the instructions above and the example (Gray highlighted row) in table below may be deleted from this form.**

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	###-###-####	$ 1,800,000	1/1/2020 - 5/1/2020
1	Anchorum	Loe Marcoline	lmarcoline@anchorum.org	505-310-9559	$20,000	2/1/2021-6/30/2022
2	Carlsbad Coalition	Joana Wells	coalition.wells@gmail.com	575-256-0565	$736,000	7/1/2017-present
3	CYFD	Carlos Romero	c.romero@apexeval.org	505-828-0082	$120,000	1/1/2015-12/30/2016
4	CHRISTUS St. Vincent	Kathleen Tunney	Kathleen.Tunney@stvin.org	717-332-5547	$32,000	9/1/208-5/30/2019, 9/1/2022-5/30/2023, 9/1/2024-2/28/2025
5	City of Santa Fe – Youth and Family Services	Christa Hernandez	chernandez@santafenm.gov	505-955-6728	$784,000	7/1/2017-present
6	City of Santa Fe – Fire Dept	Nicole Ault	nlault@santafenm.gov	505-469-5297	$90,000	10/1/2017-10/31/2020
7	City of Santa Fe – Violence Prevention Program	Julie Sanchez	jjsanchez@santafenm.gov	505-955-6678	$60,000	3/1/2023-6/30/2024
8	Communities in Schools	Michelle Katz	mkatz@cisnm.org	216-409-4882	$18,000	2/1/2024-6/30/2024
9	Cooking with Kids	Anna Farrier	afarrier@cookingwithkids.org	505-438-0098	$2,000	7/1/2022-12/30/2022
10	Coop Consulting	Michael Coop	coopconsulting@gmail.com	505-603-2024	$30,000	7/1/2019-12/30/2019

11	Dream Tree Project	Catherine Hummel	catherine@dreamtreeproject.org	575-224-2382	$75,000	12/1/23-present
12	Grant County Juvenile Justice Board	Ruth Dirmeyer	rdirmeyer@silvercitynm.gov	575-313-7539	$5,000	3/1/2023-8/30/2023
13	Hands Across Cultures	Diego Lopez	handsacrossculturescorp@gmail.com	505-507-4904	$90,000	10/1/2023-present
14	Kamama Consulting	Paula Feathers	preventionworkforce@gmail.com	505-750-8623	$3,000	7/1/2017-12/30/2017
15	La Casa Community Behavioral Health	Kim Rutley	Krutley@lacasahealth.com	505-977-0858	$225,000	9/1/2017-present
16	National Latino Behavioral Health Association	Fred Sandoval	admin@nlbha.org	505-980-5156	$42,500	9/1/2023-11/15/2024
17	New Mexico Food Policy Council	Pam Roy	pam@farmtotable.org		$5,000	9/1/2018-9/30/2019
18	Not Forgotten Farm	Mat Whitener	mat@notforgottenoutreach.org	520-664-5864	$60,000	5/1/2024-present
19	Office of Substance Abuse Prevention	Pamela Espinoza or Michael Coop	pamela.espinoza@hca.nm.gov or coopconsulting@gmail.com	505-476-9253 for PE Or 505-603-2024 for MC	$960,000	9/1/2006-12/30/2015
20	Perpetual Tears Memorial Inc.	Adrian Ortiz	adrian.ortizptmi@gmail.com	505-288-9208	$184,000	7/1/2017-present
21	Santa Fe County – DWI	LeAnne Rodriguez	lrodriguez@santafecountynm.gov	505-310-2910	$152,000	1/11/2024-present
22	Santa Fe County – HHS	Jennifer Romero	jnromero@santafecountynm.gov	(505) 995-9526	$5,000	1/30/2023-6/30/2023
23	Santa Fe County – LEAD	Coy Maienza	cmaienza@santafecountynm.gov	505-992-9842	$120,000	6/1/2021-present
24	Santa Fe - County Teen Court	Chanelle Delgado	cdelgado@santafecountynm.gov	505-992-9875	$22,000	1/1/2025-present
25	Socorro County Juvenile Justice Board	Kirstin Keller	kirstin.keller@hotmail.com	575-517-0310	$9,000	1/1/2018-present

26	Socorro County Options, Prevention, and Education	Samantha Winter	coordinator@scopehealthcouncil.org	865-964-6440	$212,500	10/1/2021-present
27	Socorro County Prevention Coailition	Chris Rottman	crottmanscpc@gmail.com	575-317-1583	$120,000	7/1/2017-6/30/2023
28	Southwest Indian Polytechnic Institute	Jolene Aguilar	jolene.aguilar@bie.edu	505-252-5037	$63,000	9/1/2018-7/30/2021
29	Taos Pueblo	Ezra Bayles	ebayles@taospueblo.com	575-779-7925	$100,000	12/1/2020-present
30	Torrance County DWI	Ruth Abigail	rabigail@tcnm.us	505-544-4311	$5,000	1/1/2025-3/1/2025
31	Torrance County Juvenile Justice Board	Rebecca Armstrong	armstrongrebecca73@gmail.com	505-620-6317	$9,000	6/1/2019-12/30/2023

Resident Business Preference

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **ASPEN SOLUTIONS LLC**

DBA: **NATALIE SKOGERBOE**
NATALIE SKOGERBOE
4029 PAINTED PONY CIR
SANTA FE, NM 87507-8450

Expires: **24-Jul-2027**

Certificate Number:

L0915927408

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

MEMORANDUM OF AGREEMENT
BETWEEEN SANTA FE COUNTY AND THE CITY OF SANTA FE
REGARDING "CONNECT", AN ACCOUNTABLE HEALTH COMMUNITY

THIS MEMORANDUM OF AGREEMENT is entered into on this 10th day of November, 2020, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS

WHEREAS, the City of Santa Fe and Santa Fe County Community Services Departments share a common vision of connecting all residents of the City and County, especially the most in need, with the resources key to improving health and wellbeing; and

WHEREAS, a quality health and wellbeing system promotes a healthy community by improving the health of populations, improving the patient system of care, and reducing the per capita cost of health care, and no single government or non-government entity is accountable for achieving a healthy community;[1] and

WHEREAS, the City and Santa Fe County are dedicated to achieving a healthy community by promoting an Accountable Health Community model, which is a structured, cross-sectoral alliance of healthcare, public health, social services and other organizations that plan and implement strategies to improve population health and health equity for all its residents; and

WHEREAS, the model is designed to strategically leverage resources across sectors, presenting opportunities to improve population health, reduce costs, and enhance access to and quality of care;[2] and

WHEREAS, the City and the County define population health as the health outcomes of all people in Santa Fe County and recognize that population health outcomes are the product of multiple *determinants* of health, including policies, clinical and public health care, genetics, behaviors (e.g., smoking, diet, and treatment adherence), social factors (e.g., housing, employment, education, and poverty), environmental factors (e.g., occupational, food, and water safety), and the distribution of disparities in the population;[3] and

WHEREAS, the City and the County's governing bodies endorse the Accountable Health Community model and seek to improve health, improve behavioral health, improve safety, and promote more equitable access to opportunities for realizing the full potential of all people in Santa Fe County; and

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[1] Institute for Healthcare Improvement, Triple Aim: http://www.ihi.org/Engage/Initiatives/TripleAim/Pages/default.aspx

[2] Prevention Institute, Accountable Communities for Health: https://www.preventioninstitute.org/projects/accountable-communities-health-ach

[3] Association of State and Territorial Health Organizations: https://www.astho.org/Health-Systems-Transformation/Medicaid-and-Public-Health-Partnerships/Learning-Series/Public-Health-and-Population-Health-101/

WHEREAS, the City's Community Services Department provides and coordinates services with Santa Fe County's Community Services Department, and both coordinate with state and other partners to address the determinants of health in order to promote a healthy community; and

WHEREAS, the County's and the City's Community Services Departments have both embarked on creating a single network of providers connected by "navigators", professionals who screen for social needs which impact health and wellbeing including access to housing, food, transportation, utilities, and interpersonal safety and who work to connect clients with needed resources; and

WHEREAS, a key feature of creating this network of better-connected health and human services providers in the community is to connect residents with needed resources; and

WHEREAS, there exists a need for a common tool whereby aggregate data on those residents screened and navigated through the health and human services system and the activities of those agencies serving them can be tracked to establish the scope of social needs and impact of services rendered to mitigate those needs; and

WHEREAS, the City of Santa Fe Community Services Department, via its Human Services Committee, Children and Youth Commission, and other City of Santa Fe funding boards, contracts with many of the same providers with which Santa Fe County contracts in order to provide both safety net and navigation services; and

WHEREAS, both departments seek to create a better-connected network of health and human service providers in Santa Fe so that residents can access resources such as housing, food, transportation, utilities, interpersonal safety, education, childcare and employment; and

WHEREAS, both departments envision the network they create in Santa Fe County growing throughout the state and acting as a model for other communities in New Mexico seeking to improve the health and wellbeing of their residents; and

WHEREAS, the City and Santa Fe County desire to formalize an agreement to effect a coordinated network of health and human services providers providing "navigation" to residents of the City and County, the purpose of which is to help residents access resources related to health care, housing, food, transportation, utilities, interpersonal safety, and other social determinants of health to be known as "Connect"; and

WHEREAS, the City and County desire to name this network "Connect".

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City of Santa Fe Community Services Department and the Santa Fe County Community Services Department (collectively the "Departments") agree to jointly create and support Connect, the network of health and human services providers who collectively serve the most vulnerable people in the City and County with a goal of enacting a model of care coordination that may be supported by state, federal, and private funders and replicated statewide.

2. **SCOPE.** The Departments agree to coordinate on: 1) collecting data via the same tool, a software system to assess the aggregate number of residents served by internal programs and community partner grantees and the impact of navigation and referrals on health outcomes, as well as which social needs go unmet in the County; 2) a communication strategy about Connect for the navigator network, funded agencies, current and potential partners, and the public; 3) strategies for growing the network and developing state and other funding sources for Connect.

3. **TERM.** This Memorandum of Agreement ("Agreement") shall remain in effect until terminated by either party pursuant to Article 4 below.

4. **TERMINATION.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or the County 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 the County and their "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.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

8. **ASSIGNMENT.** Neither the City nor the County shall 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 other party.

9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Nov 17, 2020
DATE

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

11-17-2020
DATE

GB Mtg 11/10/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:04 MDT)

Jun 8, 2020

SENIOR
ASSISTANT
CITY ATTORNEY

DATE

APPROVED FOR FINANCES:

Mary McCoy

Nov 17, 2020

MARY M. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller

5-28-2020

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for G.S.S.

May 26, 2020

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Yvonne S. Herrera

5/27/2020

Yvonne S. Herrera
Finance Director

Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

d) Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee	Review:
Finance Committee:	11/02/20
Quality of Life Committee:	11/04/20
Governing Body: 11/10/20	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

9-19-20

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/10/2020

ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 11/02/20
Quality of Life Committee: 11/04/20
Governing Body: 11/10/20

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico
Memorandum

DATE: August 24, 2020

TO: Alan Webber, Mayor

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer

FROM: Kyra Ochoa, Community Services Director

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community organizations, and city and county programs, which shares a vision that all Santa Fe City and County residents regardless of income have access to high quality health care and are linked to the resources they need for health and well-being. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health.

Non-medical needs such as secure housing, utilities, reliable transportation, nutritious food, and safe physical and social environments are key to health and well-being. CONNECT works with partners by breaking down communication and funding silos and fostering relationships between health and social service providers as well as those between residents seeking assistance and the navigators who guide them through the system. These relationships are the essence of CONNECT.

In January, 2018, the network included three Federally Qualified Health Clinics and eight nonprofit community service organizations and programs. In the following year and a half, the network grew and added an additional 14 community service organizations and had 60 navigators in all. As of July 2019, the City of Santa Fe joined the County as a partner, bringing twenty navigators from thirteen community organizations. This fall, family and youth-serving agencies funded through the Children and Youth Commission will increase the network to over 120 navigators in 70 programs at an array of agencies funded by the City and County.

Stakeholders meet regularly to define best practices and benchmarks for success in meeting social needs. All network navigators are linked by a common software platform called Unite Us, which they use to make referrals for services and goods in and out of network and which allows for on-line and in-real-time data sharing, communication and reporting.

The MOA formalizes and outlines the City County partnership going forward.

PROCUREMENT METHOD:
N/A.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202145.

FUNDING SOURCE:
N/A.

The funding source is:
Fund Name/Number: N/A.
Munis Org Name/Number: N/A.
Munis Object Name/Number: N/A.

ACTION REQUESTED:
Community Services respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202145**

Contractor: **Santa Fe County**

Description: **Memorandum of Agreement for coordinating health and human service provider navigation services through the CONNECT network.**

Contract ☐ Agreement ☉ Lease/Rent ☐ Amendment ☐

Term Start Date: **Upon Signature** Term End Date: **Indefinite**

☐ Approved by Council Date: _____

Contract / Lease: _____

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: _____

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Purchasing Officer Review: Sep 30, 2020 Date:

Comment & Exceptions: MOA

4. **Funding Source:** **N/A** **Org / Object:** **N/A**

Budget Officer Approval: Sep 30, 2020 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Kent DeYoung** Phone # **505-955-6568**

Email: **kddeyoung@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Memorandum of Agreement for navigation services through the CONNECT network

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Community Services Staff Name Kyra Ochoa

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☐	Other: _____

Kent DeYoung — Administrative Manager — 08/24/2020
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Sep 30, 2020 10:09 MDT) 9/30/20

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Signature: Geralyn Cardenas
Geralyn Cardenas (Nov 17, 2020 13:43 MST)

Email: gfcardenas@santafenm.gov

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: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

Powered by Adobe Acrobat Sign

From: Matt Loehman
To: HERNANDEZ, CHRISTA
Subject: Re: Horizons request- data consultant
Date: Tuesday, December 24, 2024 9:01:28 AM

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 morning,

We will respectfully decline this opportunity.

Thank you,

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

On Mon, Dec 23, 2024, 4:47 PM HERNANDEZ, CHRISTA <chernandez@santafenm.gov> wrote:

> Good Afternoon,
>
> The City of Santa Fe, Youth and Family Services Division, is seeking quotes for a data consultant. The scope of work includes the following:
>
> **Scope of Work:**
>
> 1. Meet with grantees to identify and plan how data collection, tracking and reporting will occur as part of the grantee contract requirements.
> 2. Provide training and ongoing support to HSC and CYC grant funded organizations with inputting data and submitting biannual reporting for their funded program, as well as other grantee identified needs.
> 3. Review biannual report submissions and compile information into a presentation and overview document to be share with commissioners and committee members. Information should highlight grantee quantitative and qualitative data, outcomes, challenges.
> 4. Participate in and provide updates to the Human Services Committee and Children

and Youth Commission on grantee biannual reports.

5. Assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state or regional data as part of the annual strategic planning process.
6. Work with grantees to develop target outcomes using the RBA framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators.
7. Assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
8. Attend meetings with City staff and community stakeholders.
9. Participate in Unite Us meetings on network standards, data collection and inputting data into Unite Us.
10. Provide feedback on CONNECT navigation protocols, and network standards.
11. Create and compile survey results administered to navigators about CONNECT to support with quality improvement/evaluation initiatives.
12. Create and compile survey results administered to grantees for Commission or Committee insight related to quality improvement, evaluation or other initiatives.

Thank you!

Christa Hernandez

Youth and Family Services Program Manager

City of Santa Fe | Community Health and Safety Department | Youth and Family Services Division

Office: (505) 955-6728 | Cell: 505-629-3054 | Email: chernandez@santafenm.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2025

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:	
AFFINITY INSURANCE SERVICES INC 1100 VIRGINIA DR STE 250 FORT WASHINGTON, PA 19034 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
	E-MAIL ADDRESS: service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FIDELITY AND GUARANTY INSURANCE COMPANY	
INSURED ASPEN SOLUTIONS LLC 300 PASEO DE PERALTA STE 21 SANTA FE, NM 87501	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 385864317280101 **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:	X		BIP-B0598278-25	02/28/2025	02/28/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED PER FORM ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION, CG D4 11.

CERTIFICATE HOLDER

CITY OF SANTE FE
200 LINCOLN
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

Renan M. Beltran

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Aspen Solutions Services Contract-Packet

Final Audit Report 2025-05-12

Created:	2025-05-08
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQJjP8K6MDFGqGk-siJBRT_0clYorzl3u

"Aspen Solutions Services Contract-Packet" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
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CITY OF SANTA FE

The Purchasing Memo

Date: April 24, 2025

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

From: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

Via: Henri Hammond-Paul, Community Health and Safety Director HHPaul

Subject: CONNECT 211 Call Center and Navigation Services

Vendor Name: United Way of North Central New Mexico

Munis Vendor Number: 9112

ITEM AND ISSUE:
Community Health and Safety Department Request for Approval of Professional Services Contract with United Way of North Central New Mexico for the Purpose of Operating the CONNECT 211 Call Center and Providing Navigation Services In the Total Amount of $320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:
The FY25 Munis contract number is 3250542.

BACKGROUND AND SUMMARY:
The City of Santa Fe released Sole Source solicitation on January 17, 2025, to solicit proposals from organizations to operate the CONNECT 211 call center and to provide navigation services to individuals seeking services in Santa Fe via the CONNECT care coordination and navigation network.

CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all individuals in Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership for CONNECT, on November 10th, 2020, through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

The CONNECT 211 call center serves as the centralized communication center where individuals seeking assistance can call to request assistance in Santa Fe. When 211 is contacted, a bilingual navigator can provide requested information, or they can serve as a navigator and screen the individual for services and make appropriate referrals to more than 80 programs in Santa Fe.

CONNECT links people to services and resources via use of the city's identified closed loop referral management platform. More than 250 navigators are sending and responding to referrals across Santa Fe City and County. The

CONNECT 211 call center allows individuals who may not have access to a computer or the internet to access services and/or resources available in CONNECT.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Community Services Administration

Munis Org Name/Number: 1001001

Munis Object Name/Number: 510310

Budget Officer / Designee: Andy Hopkins **Date:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

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: _____

ATTACHMENTS:

Procurement document: Sole Source Determination

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 1/13/2025 **Prepared By:** Christa Hernandez

Email: chernandez@santafenm.gov **Phone #:** 505-955-6728

Description of Goods/Service to be Procured (short title):
CONNECT 2-1-1 Call Center

Vendor Name: United Way of North Central New Mexico, Inc

Address: 2340 Alamo Ave SE (Suite 200)

City: Albuquerque **State:** New Mexico **Zip Code:** 87106

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Services

***Estimated Cost:** Up to $1,120,000 **Term of Contract:** Four (4) year(s) from award

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC.
320 individuals navigated

Conversion: To Contract **Org / Object:** 1001001 - 510310

Place checkmarks to affirm you agree and have included these documents:

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**
☒ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.**

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ There is only one source for the required service, construction, or item of tangible personal property.

☒ The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.

☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The scope of work for this procurement:
Provide call center services using the abbreviated telephone code 2-1-1 to Santa Fe City and County residents who are seeking resources. Screenings will be completed, and navigation services will be provided to at least 320 individuals over the four-year term. For those individuals who do not wish to be navigated to services, information about local resources will be provided to them.

Receive donations from the general public and/or allocated funding from Sante Fe City or Santa Fe County to go towards the CONNECT Wellness Fund.

Distribute funds to purchase approved flex fund purchases highlighted in the most recently updated CONNECT Standards and Protocols in reference to MOA #23-0009.

Receive referrals via Unite Us from CONNECT navigators for flex fund purchase requests.

Track donations and issue payments for approved flex fund purchases.

Compile and submit monthly reports on distributed payments for approved flex fund purchases.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

Consistent, reliable, well-trained staff: Staff who man the lines will be trained to provide information and or make appropriate referrals, as requested. The quality of interactions and referrals is monitored, and feedback, coaching, guidance and training is provided.

Appropriate wait- and response-time: Calls will be regularly monitored for metrics such as wait time, call completion, average call time, etc. and referrals made to Unite Us, to determine whether improvement is needed.

An accurate and relevant database of services and contacts based on caller needs: Call and website volume and referral data will be reported correctly and monitored for accuracy. Staff will be given timely guidance and feedback to address issues or concerns.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

United Way of North Central New Mexico's 211 program provides a unique service in communities by serving as a call center which individuals can call to seek resources. Incoming calls are answered by a bilingual navigator who is able to provide information to local resources, or who is able to screen for needs and make appropriate referrals to local providers.

211 staff are trained on the Unite Us platform which is utilized to make/send referrals. Staff are also familiar with the resources provided in Santa Fe and the providers who offer these services.

211 also receives donations made to the text to donate line and issues payment to the CONNECT navigation network when requests for items are needed for individuals being served.

4. **Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

United Way of North Central New Mexico's 211 program provides a unique service in Santa Fe County as it is the only vendor that is currently serving as a call center for the CONNECT navigation network. The text to donate line is also unique in that no other vendor is able to receive donations via text and disburse funds to individuals being served through CONNECT.

City of Santa Fe, New Mexico

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Jan 17, 2025

Department Approval by:

HENRI HAMMOND-PAUL (Jan 17, 2025 08:47 MST)

Henri Hammond- Paul, Community Health and Safety Department Director

Date: Jan 17, 2025

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 02/25/2025

United Way of North Central New Mexico
Serving Bernalillo, Sandoval, Santa Fe, Torrance, and Valencia counties

2340 Alamo Ave. SE, 2nd Floor
Albuquerque, NM 87106
Phone (505) 247-3671
Fax (505) 242-3576

www.uwncnm.org
LIVE UNITED.
Helping others since 1934

January 8, 2025

Ms. Christa Hernandez
City of Santa Fe Youth and Family Services Program Manager
P.O. Box 909
Santa Fe, NM 87504-0909

Dear Christa:
United Way of North Central New Mexico proposes to continue operating the 211 Help Line in Santa Fe. 211 is an information and referral program connecting callers with human services. UWNCNM has a 41-year history providing this service. Usage increased tremendously in 2023 and 2024, reflecting both increased needs and efforts to inform the community about 211.

United Way is the sole provider of these services in nine counties of north central New Mexico, including Santa Fe. Our Community Navigators are certified in mental health first aid and Referral Certified by Inform USA. We maintain an accurate database of resources so callers receive up-to-date, relevant referrals. Navigators receive feedback on their performance and coaching on how to improve. Calls are monitored for quality control metrics such as wait time, call completion and average call time to determine whether improvement is needed.

211 Help Line Santa Fe County	2022	2023	2024	% increase
Calls answered	1,202	3,356	6,079	81%
Referrals	802	4,141	5,726	38%

Currently, one full-time, bilingual Community Navigator answers 211 calls for Santa Fe. We propose to increase that to two full-time positions to better respond to demand (one position funded through this contract at **$72,000** salary and benefits). With increased capacity, we anticipate supporting a minimum of 80 clients annually through this contract. The 'text-to-donate' software which allows individuals to donate to the CONNECT Wellness Fund (added at the request of CONNECT) is **$2,400** per year; funds raised support individuals being served through CONNECT. The balance of **$5,600** in this contract will be directed towards United Way's administrative expenses to run the program. United Way will raise additional funds to cover marketing, equipment, training and data collection totaling $99,650/year.

While not within the scope of this contract, we would like City Council to know that United Way of North Central New Mexico provides an additional service to 211 callers. Ride United provides free transportation to critical appointments. Residents without access to transportation can request a ride by calling 211 for needs related to health, food, housing, employment, education and legal services. In 2023-2024, Santa Fe residents received over 5,050 rides valued at $85,128.
Thank you for your consideration.
Sincerely,

Valerie Ingram
Chief Impact Officer

UWNCNM_SOLE_SOURCE_FORM_V3_2.9_.24_submitted

Final Audit Report 2025-01-17

Created:	2025-01-17
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
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MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Monday, February 17, 2025 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-25-CP027 - 30 Days

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Your Sole Source #**50-M0087-25-CP027** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

UWNCNM_SOLE_SOURCE_FORM_V3_2.9_.24_submitted (1)

Final Audit Report 2025-02-25

Created:	2025-02-19
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVF2xqNjxaswIeCCpOF3aOhGVVXXmVnH3

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Item #: _____
Munis Contract #: __3250542___
Sole Source #: 50-M0087-25-CP027

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **United Way of North Central New Mexico**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties ("Effective Date").

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-126; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The Contractor shall operate the CONNECT 211 call center and provide resources and/or navigation services to individuals who reside in the Santa Fe area. CONNECT is a network of navigators at clinics, city and county programs, and community organizations that link people to services and resources. Services shall include:
   1. Operate and provide 211 call center services for the Santa Fe area and provide navigation services or requested resources to individuals seeking services or resources. The CONNECT 211 navigator(s) should be experienced, bilingual (English and Spanish preferred), and engage in continued educational opportunities on a regular basis to increase the navigator(s) professional qualifications.
      a. After hours and weekend calls will be addressed by United Way of North Central New Mexico's automated Interactive Voice Response (IVR) system. Voicemails will be responded to by a live agent within 24 hours.
   2. Hire, train and supervise CONNECT 211 navigator(s) at 0.75 FTE (32 hours per week, including salary, benefits, taxes and fees) to respond to calls and provide requested resources. When applicable, CONNECT 211 navigator(s) will screen for social determinants of health and make appropriate referrals via the city's designated care coordination system.
   3. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
   4. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.

5. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required CONNECT Social Needs, Evaluation and COVID-19 screening tool(s), and the city's designated care coordination system
6. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
7. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
8. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
9. Track and report on quarterly call volume. Reports on call metrics may be used to inform future staffing and hours for call center operations. Monthly reports should include:
    a. Total number of calls received
    b. Total number of inbound calls
    c. Total number of outbound calls
    d. Total number of voicemails left
    e. Busiest days of the week
    f. Busiest times per day
    g. Total number of referrals
    h. Count of referrals to resources
10. Provide resource data base, hardware, telephony and internet capabilities.
11. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
12. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
13. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
14. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
15. Attend regular meetings with City staff and community stakeholders, as needed or requested.

B. The Contractor may receive direct funding transfers via purchase voucher from the City of Santa Fe Youth and Family Services Division to support the CONNECT Wellness Fund pursuant to a Memorandum of Agreement (MOA) between United Way of North Central New Mexico, The City of Santa Fe and Santa Fe County. Services shall include:

1. Adhere to navigation protocols and Flexible Fund protocols identified in the CONNECT Standards and Protocols to serve as a payer of last resort for one-time expenses related to social determinants of health.
2. Submit a monthly flex fund report which identifies:
    a. Total amount of funds distributed
    b. Service provided (description of request by individual served)
    c. Receipt(s) reflecting funds were distributed
    d. Number of individuals served via the distributed funds
    e. Balance of the remaining funds

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to call center and navigation services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

.A. The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

Deliverable item	Price
01 Provide navigation services to a minimum of 80 unduplicated individuals at $1,000.00 per year.	

Compensation for services shall not exceed $80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($320,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed **$320,000.00**, 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 Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. 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 Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from the Effective Date, or four (4) years from July 1, 2025, whichever is later,** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this 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 6, "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.*

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

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

14. Amendment

A. This 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 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. Entire Agreement.

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

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.

All terms and conditions of the **Sole Source Number** 50-M0087-25-CP027 CONNECT 211 Call Center and the Contractor's response to such document(s) are incorporated herein 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. Professional Liability Insurance

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

22. 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. **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.

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, chernandez@santafenm.gov.

To the Contractor: United Way of North Central New Mexico, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106, Rodney.Prunty@uwcnm.org.

29. Authority

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

30. Non-Collusion

In signing this 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's Chief Procurement Officer.

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CONTRACTOR:
United Way of North Central New Mexico

Rodney Prunty
Rodney Prunty (Apr 15, 2025 15:19 MDT)
_____
RODNEY PRUNTY, CEO

DATE: Apr 15, 2025

NMBTIN#: 01898868007

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

PSA - United Way of North Central NM 211 Call Center - Final

Final Audit Report 2025-04-16

Created:	2025-04-15
By:	JULIE KENNY (jckenny@santafenm.gov)
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"PSA - United Way of North Central NM 211 Call Center - Final" History

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Signer rodney.prunty@uwcnm.org entered name at signing as Rodney Prunty
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Agreement completed.
2025-04-16 - 1:22:09 AM GMT

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

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
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member
4333 Pan American Fwy NE, Suite A
Albuquerque, NM 87107

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 247-0444 FAX (A/C, No): (505) 243-1505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	26301
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
United Way of North Central New Mexico
2340 Alamo Ave SE
Fl 2
Albuquerque, NM 87106--3820

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			S 2566214	8/26/2024	8/26/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						ABUSE OR MOLEST	$ 1,000,000
A	AUTOMOBILE LIABILITY			S 2566214	8/26/2024	8/26/2025	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			S 2566214	8/26/2024	8/26/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		0096511.109	8/26/2024	8/26/2025	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Crime (Includes Burg			S 2566214	8/26/2024	8/26/2025		
A	Directors & Officers			MY 1032456	8/31/2024	8/31/2025		

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

CERTIFICATE HOLDER

City of Santa Fe
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



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United Way of North Central NM Sole Source Packet

Final Audit Report 2025-04-24

Created:	2025-04-24
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACnzCnx9oFWU25ngWHDLEoZVOjj1PWS1d

"United Way of North Central NM Sole Source Packet" History

Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
2025-04-24 - 8:06:40 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-04-24 - 8:30:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
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Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-04-24 - 10:05:25 PM GMT- IP address: 104.156.39.164

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
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Agreement completed.
2025-04-24 - 10:06:01 PM GMT

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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
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"GSA 25-521-0300-0062-001 City of Santa Fe CLEAN-U" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
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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

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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

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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

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2024-11-20 - 8:30:01 PM GMT

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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

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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

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2024-11-20 - 8:32:53 PM GMT

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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

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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

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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

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Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-23 - 0:32:30 AM GMT- IP address: 63.232.20.2

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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

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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

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Signature Date: 2024-11-25 - 6:51:28 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-25 - 6:51:31 PM GMT

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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

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Signature Date: 2024-11-25 - 9:35:32 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-25 - 9:35:35 PM GMT

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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

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Signature Date: 2024-11-26 - 3:10:44 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-26 - 3:10:47 PM GMT

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2024-11-27 - 0:57:57 AM GMT- IP address: 104.47.65.254

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Signature Date: 2024-11-27 - 0:59:17 AM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-27 - 0:59:19 AM GMT

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2024-11-27 - 4:39:15 AM GMT- IP address: 104.28.132.125

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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

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2025-05-30 - 7:33:58 PM GMT

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Signature Date: 2025-05-30 - 7:34:31 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-30 - 7:34:33 PM GMT

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Signature Date: 2025-05-30 - 8:46:43 PM GMT - Time Source: server- IP address: 73.228.3.65

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2025-05-30 - 8:46:45 PM GMT

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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

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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

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2025-05-30 - 10:35:11 PM GMT

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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

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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

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									
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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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			D02223107	4/6/2025	4/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAS58431880	2/1/2025	2/1/2026	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 RETENTION $			56721178	4/6/2025	4/6/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS56984655	10/1/2024	10/1/2025	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
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)

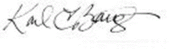
CERTIFICATE HOLDER

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



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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

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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**

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Terms and Conditions

(Unless otherwise specified)

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

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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.

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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

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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.

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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.

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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

DocuSign

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)

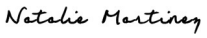
Envelope Originator:
Kimberly A Hunt-Brown
1100 S Saint Francis Dr
Santa Fe, NM 87502
Kimberly.Hunt-Brown@gsd.nm.gov
IP Address: 164.64.62.10

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	 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	 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	 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)

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B. Obtaining paper copies

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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

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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

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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*

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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*

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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*

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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*

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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



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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



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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

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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)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this contract please contact:
Dolores Baca 505-570-7936

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

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

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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)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

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

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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**

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Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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.

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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.

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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

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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

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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

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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:

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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

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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)

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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

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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

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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.

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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

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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

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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:

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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:

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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

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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.

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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

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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:

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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.

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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".

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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.

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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

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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

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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.

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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

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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.

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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

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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

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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

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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

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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

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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.

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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]	--	--

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[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.

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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.

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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			

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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

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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

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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.

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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

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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,

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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.

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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.

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- 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.

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Figure 1

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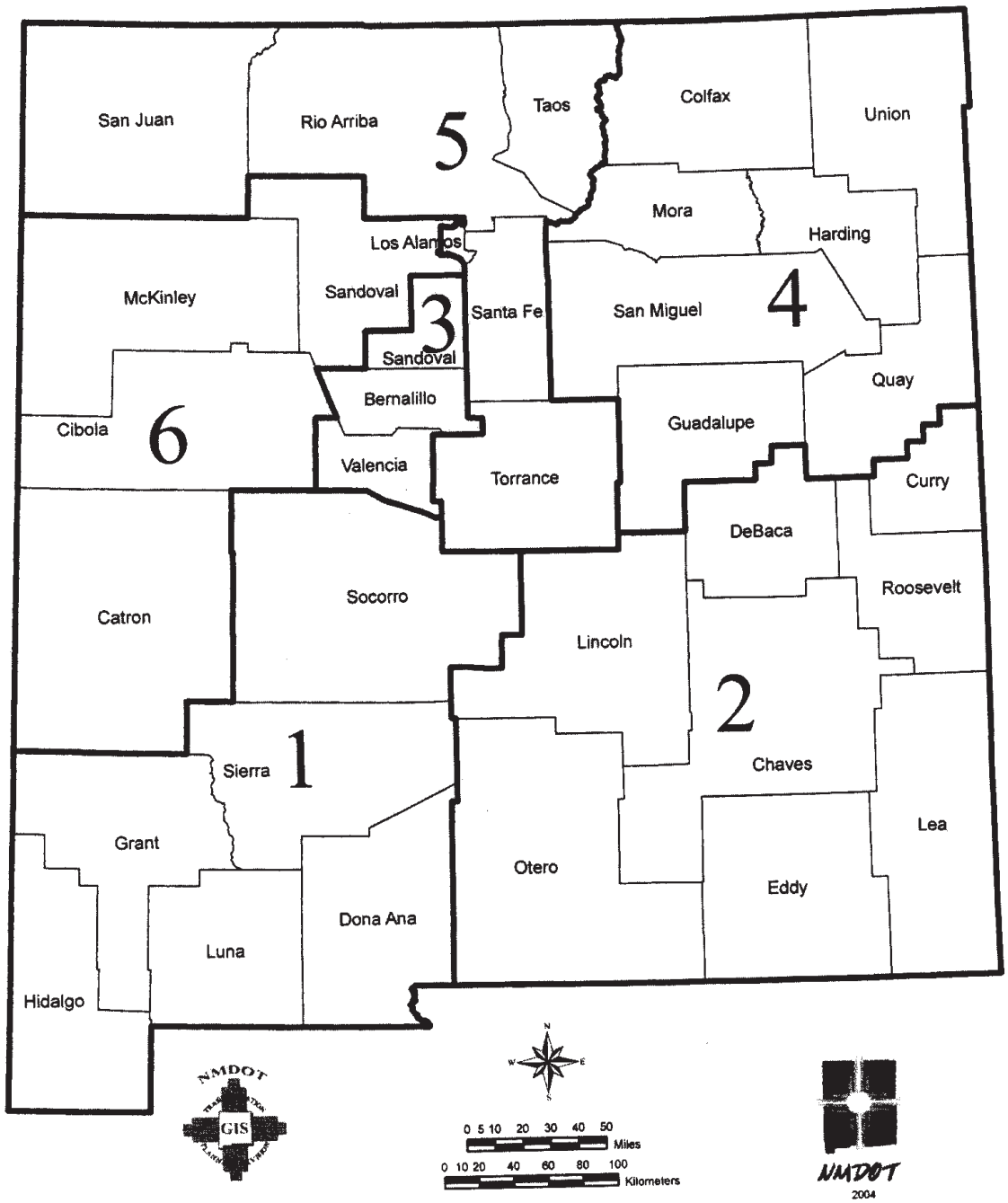

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
1	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where 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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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 *****

AUIINC0-03 CMONTOYA

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:

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 :	

INSURED
AUI Inc.
P. O. Box 9825
Albuquerque, NM 87119

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

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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.

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.

   (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

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

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:

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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.

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Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Policy No.: EWC008469

Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

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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.

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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:

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(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.

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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.

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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

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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

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(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;

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(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.

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(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".

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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;

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(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

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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**.

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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:

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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.

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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

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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";

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(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.

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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.

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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.

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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.

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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;

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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.

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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.

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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.

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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".

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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;

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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.

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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

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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.

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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.

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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.

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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

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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

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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.

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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

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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

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

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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

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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]

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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

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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

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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.

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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.

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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

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. **Deadlines**

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

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~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

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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

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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]

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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

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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

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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.

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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.

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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-ZH9298	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)
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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

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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.)

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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.

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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

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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;

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- 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

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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:

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- 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

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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.

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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,

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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.

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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.

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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

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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

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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.

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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.

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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

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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

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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.

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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

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2025-05-29 - 7:57:12 PM GMT

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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

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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

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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, New Mexico

memo

DATE: May 21, 2025

TO: Andy Hopkins, Budget Director
Finance Committee
Quality of Life Committee
Governing Body

FROM: Loretta S. Olguin, Business Operations Manager LSO

RE: Budget Adjustment Request – ARPA Term Position #110280 (Economic Development Specialist – Downtown Businesses)

This Budget Amended Resolution (BAR) request is to allocate funds in the amount of $97,208 from ORG 1002800 (Economic Development Administration) to Org 2402800 (Community Development Grant – Economic Development). This BAR is intended for FY26.

The purpose of this transfer is to support the creation of term Position #110280 – Economic Development Specialist (Downtown Businesses), funded by the ARPA funds.

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

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

DEPARTMENT / DIVISION NAME	DATE
Economic Devleopment/ Economic Development	5/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	1002800	500110			(65,501)
FICA	1002800	503100			(5,011)
Retirement (PERA)	1002800	503150			(15,908)
Employee Health Insurance	1002800	503200			(8,759)
Retiree Health Care	1002800	503250			(1,310)
Workers' Comp	1002800	503350			(124)
City Share Dental Insurance	1002800	503400			(595)
Salaries (General)	2402800	500110		65,501	
FICA	2402800	503100		5,011	
Retirement (PERA)	2402800	503150		15,908	
Employee Health Insurance	2402800	503200		8,759	
Retiree Health Care	2402800	503250		1,310	
Workers' Comp	2402800	503350		124	
City Share Dental Insurance	2402800	503400		595	
Operating Transfer Out to Community Development Fund	1002800	750240		97,208	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Operating Transfer In from General Fund	2402800	650100		97,208	
				$ 291,624	$ (97,208)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Positon #110280 is a term position funded by ARPA and is currently listed under ORG 1002800. However, it should be listed under Org 2402800. This BAR is to requst a correction regarding the organization assignment for Positon #110280

Important - This BAR is intended for FY26

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

	Fund Balance
TOTAL:	**0**

Loretta S. Olguin — 5/21/2025
Prepared By *{print name}* — Date

Johanna Nelson (May 22, 2025 23:12 MDT) — 05/22/2025
Division Director Signature *{optional}* — Date

Elisa D. Montoya — 05/23/2025
Elisa D. Montoya (May 23, 2025 10:46 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 — 05/28/2025
Budget Officer — Date

Emily K. Oster — 05/29/2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR Packet - ARPA Funded Term Position #110280

Final Audit Report 2025-05-29

Created:	2025-05-27
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWAeIfgIzbopOdPLFjB_kJAh_hQ6aKwdn

"BAR Packet - ARPA Funded Term Position #110280" History

Document created by LORETTA OLGUIN (lsolguin@santafenm.gov)
2025-05-27 - 7:57:42 PM GMT- IP address: 63.232.20.2

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2025-05-27 - 8:01:16 PM GMT

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2025-05-28 - 4:11:31 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 - 4:12:03 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-05-28 - 4:12:04 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-29 - 9:32:02 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-29 - 9:37:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-29 - 9:37:56 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2025

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

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Director EC

Subject: RTA Fleet Management Software for City of Santa Fe

Vendor Name: Ron Turley Associates Inc

Munis Vendor Number: 10932

ITEM AND ISSUE:

Request for Approval of a Five (5) Year Agreement to Support an Enterprise-Wide Approach to Fleet Management Solutions with Ron Turley Associates Inc in the Total Amount of $901.820.13. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250606.

BACKGROUND AND SUMMARY:

The need for a comprehensive Fleet Management software arose when multiple fleet departments independently requested different software solutions tailored to their specific operational needs. Historically, each of the seven departments managed their fleet-related documents and data within our legacy system, Enterprise 1 (E1). However, as E1 aged and became increasingly inefficient for modern fleet operations, departments began to abandon it in favor of manual, paper-based processes.

This transition to pen and paper introduced several inefficiencies, including difficulties in tracking vehicle maintenance, compliance issues, data loss risks, and overall operational slowdowns. Without a centralized, digital solution, departments struggled with inconsistencies, redundant data entry, and a lack of real-time insights into fleet performance and asset utilization.

Recognizing these challenges, leadership saw an opportunity to consolidate the needs of all fleet departments into a single, modernized Fleet Management software. This new solution would streamline workflows, ensure data accuracy, and improve accessibility across departments while eliminating the inefficiencies of both the outdated legacy system and the manual tracking methods.

FUNDING SOURCE:

Fund Name/Number: Various funds

Munis Org Name/Number: Various orgs

Munis Object Name/Number: Various objects

Budget Officer / Designee: ALEXIS LOTERO (Jun 5, 2025 11:26 MDT) **Date:** 06/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 06/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria (May 27, 2025 19:05 MDT) **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:

Information Technology Contract

Sourcewell Cooperative Contract #102924-RTA

5 Year Quote

Certificate of Insurance

W9

Item #: _____
Munis Contract #: _____
Sourcewell Cooperative Contract #: 102924-RTA

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS

INFORMATION TECHNOLOGY CONTRACT

This Information Technology Contract ("Contract") is entered into by and between the **City of Santa Fe** ("City"), through its Governing Body and the Information Technology & Telecommunications Department, and **Ron Turley Associates, LLC DBA RTA** ("Contractor"). The City and Contractor are collectively referred to as the "Parties." This Contract is intended to support an enterprise-wide approach to Fleet Management solutions across all City departments. As Fleet Management is the principal objective, this Contract will prioritize fleet- related Information Technology solutions while still supporting other IT needs. While administered by the Information Technology & Telecommunications (ITT) and Fleet departments, it is available for use by all City departments to enhance efficiency and integration of Fleet Management and IT services. While administered by the Information Technology & Telecommunications (ITT) and Fleet, it is available for use by all City departments to enhance efficiency and integration of IT services.

WHEREAS, this Contract is established in accordance with the **New Mexico Procurement Code**, NMSA 1978, Section 13-1-28 et seq., pursuant to NMSA 1987, Section 13-1-135, which authorizes cooperative procurement;

WHEREAS, this Contract is the controlling agreement between the Parties and shall take precedence over any conflicting terms in **Sourcewell Contract** 102924-RTA, **Sourcewell RFP 020221**, and Contractor's response to the RFP, which are incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

A. "Acceptance," "Accept," or "Accepted" means the approval, following Quality Assurance, of all the Deliverables by the City's staff.
B. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
C. "Change Request" means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
D. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential City or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City or any other State office or department as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly

disclosed by the City or the State, the pricing, payments, and terms and conditions of this Contract, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by the City, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

E. "Contract Managers" means a Qualified Persons designated by the City who is responsible for all aspects of the administration of this Contract. Under the terms of this Contract, the Contract Manager will be Patrick A. Lucero r his/her Representative.

F. "Data" means a compilation, body, set or sets, of discrete information gathered by The City and/or Contractor which the City owns and/or controls and which concerns, and may be utilized or manipulated by the City and/or Contractor, to further the City's governmental interests, role and mission. Data includes, but is not limited to, the City's information, whether stored in one or more databases, Confidential Information and other internal information which affects or may affect the City's ability to further its objectives.

G. "Default" means a violation or breach of this Contract by a Party's either: (1) failing to perform one's own contractual obligations hereunder, or (2) by interfering with the other Party's performance of its obligations hereunder.

H. "Deliverable" means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to the City according to the Scope of Work.

I. "ITT CIO" means ITT's Department Director.

J. "Employees" means stockholders, directors, officers, employees and agents.

K. "Escrow" means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent ("Escrow Agent") and held by Escrow Agent until the City Accepts one or more the Deliverables; in the event Contractor Defaults this Contract, the City will receive the legal document, e.g., Source Code, from Escrow Agent.

L. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable's utility, efficiency, functional capability, or application ("Utility"). An error correction is not an Enhancement unless the Deliverable's Utility is improved in Contractor's process of making the error correction.

M. "GRT" means New Mexico gross receipts tax.

N. "Intellectual Property (IP)" means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Contract each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Contract ("Pre-Owned IP"). Intellectual Property that Contractor creates during Contractor's performance of work hereunder will be deemed work made for hire ("Work Made for Hire"). The City will be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the City's Pre-Owned IP. Together, all combinations of the City's Pre-Owned IP and Work Made for Hire will comprise "Department IP."

O. "Independent Verification and Validation ("IV&V")" means the process whereby the City retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor's performance of the Project and to determine Contractor's compliance with the requirements stated in the

Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.

P. "Know How" means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.

Q. "Payment Invoice" means each of Contractor's detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to the City. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor's actual charge, for each Deliverable.

R. "Performance Bond" means a surety bond which guarantees against Contractor's Default as well as Contractor's full performance of its obligations hereunder.

S. "Project" means the sum of Contractor's efforts necessary to produce and deliver the Deliverables to the City according to the Scope of Work. The title for this Project is RTA Fleet Management Information Software.

T. "Project Manager" means a Qualified Person appointed by the City who oversees and manages Contractor's efforts to produce and deliver the Deliverables to the City. The Project Manager for this Project is Lorraine Nobesor her Representative.

U. "Qualified Person" means a person who has demonstrated experience performing and completing activities and tasks like the Project.

V. "Quality Assurance" or "Quality Assurance Review" means the planned and systematic pattern of rules, measures, procedures and process established by the City to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.

W. "Representative" means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party's primary contact person is unavailable.

X. "Scope of Work" or "SOW" means the statements of Purpose and the Deliverables attached to this Contract as Exhibit "A."

Y. "Service" or "the Services" means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.

Z. "State" means the State of New Mexico.

AA. "State Purchasing Agent (NMSPA)" means the New Mexico State Purchasing Agent or his/her Representative.

BB. "Software" means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. "Third Party Software" means software owned by third parties which is utilized by Contractor and/or the City hereunder.

CC. "Software Maintenance" means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.

DD. "Turnover Plan" means the written plan developed by Contractor and approved by the City to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to the City or to a third party.

ARTICLE 2 – SCOPE OF WORK

A. The Scope of Work. The Scope of Work, or "SOW" attached hereto as "Exhibit A," is incorporated into this Contract as if fully set forth herein. The SOW governs Contractor's production and delivery of the Deliverables to the City. The Parties may amend the SOW by executing mutually agreed upon written amendments. In the event a conflict of terms exists between this Contract and the SOW, the terms of this Contract will govern.

B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, the City may declare Contractor to be in Default hereunder. In the event the City declares Contractor to be in Default, the City will give written notice to Contractor describing the Default and will specify a reasonable period during which Contractor will remediate the Default. Contractor will then give the City a written response that advises the City concerning the measures Contractor will take to cure the Default as well as Contractor's proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent the City from exercising the City's rights pursuant to Article 6 or Article 16, below.

C. The due dates for Contractor's delivery of the Deliverables to the City will not be altered or waived by Contractor.

D. The City's Rights.

1. Applicable. The Parties agree that this is an agreement pertaining only to professional services and receiving the prior written approval of the City's project manager or designated representative ("Representative"). An amendment to this Contract is not required if a change in a Deliverable due date does not extend the overall term of this Contract.
2. Protection of Proprietary Rights. Contractor will reproduce and attach the City's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for the City, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables. Upon cancellation or termination of this Agreement, Contractor will provide a system backup which will be made available for download by City.
3. Protection of Data. Contractor will protect and safekeep all the City's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect the City's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while the City's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all the City's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is the City's sole and separate property and inures to the City's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce the City's Data in any

manner, or provide of the City's Data to any third party absent the City's prior written authorization.

ARTICLE 3 - COMPENSATION

Acceptance and Payment

A. Compensation Schedule. The City will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.

B. Payment. The total compensation hereunder will not exceed nine hundred one thousand, eight hundred twenty dollars and thirteen cents (**$901.820.13)** including New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that the City pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify the City before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will the City pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Contract being amended in writing prior to Contractor's continued delivery of the Deliverables.

The City will pay Contractor upon the City's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). The City will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with NMSA 1978, Section 13-1-158, the City will tender payment to Contractor within thirty (30) days of the date of the City's 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. Contractor's Payment Invoices received by the City later than fifteen (15) days after the termination of this Contract WILL NOT BE PAID.

C. Taxes.

Contractor may be reimbursed by the City for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. The Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold the City harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond.

Not Applicable. The Parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

A. Submission of Payment Invoice. Upon completion and delivery of each Deliverable, Contractor will submit an invoice for payment ("Payment Invoice") with the Deliverable, or a description of the Deliverable, to Representative. Each Payment Invoice will be submitted for the full Deliverable price stated in Paragraph 4. C., below, or a portion of the full Deliverable price, pursuant to the Scope of Work, Exhibit A.

B. Acceptance. In accord with NMSA 1978, Section 13-1-158; Representative will determine if the Deliverable provided by Contractor meets the City's specifications. No payment will be made by the City for a Deliverable until Representative delivers a written acceptance of the Deliverable to Contractor on the City's behalf. To accept the Deliverable, Representative will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that Deliverable:

1. Complies with the requirements stated in the Scope of Work, Exhibit A, attached hereto; and
2. Fully complies with the terms of this Contract.

If a Deliverable is accepted by the City, Representative will notify Contractor of the City's acceptance, in writing, within fifteen (15) business days from the date Representative receives the Deliverable. The City will then pay Contractor's submitted invoice according to the State of New Mexico procurement rules.

C. Rejection. Unless Representative gives written notice to Contractor of the City's rejection within the fifteen (15) day business day acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed by Representative to be rejected according to the City's quality assurance requirements ("Quality Assurance"), fifteen (15) days from the date Representative receives the Deliverable(s) and Contractor's accompanying Payment Invoice, Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of Representative's comments, Contractor will have ten (10) business days to resubmit the Deliverable to Representative with all appropriate corrections or modifications made and/or addressed. Representative will then determine whether the Deliverable is acceptable and provide a written determination to Contractor as soon as possible, but within no more than fifteen (15) business days of Representative's receipt of the revised or amended Deliverable. If the Deliverable is still deemed unacceptable and is thus rejected, Contractor will be required to provide a remediation plan that will include a timeline concerning Contractor's proposed corrective measures to Representative. Contractor will also be subject to any and all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Contract and that may be available to the City at law or equity.

1. Compensation Schedule

A. The City will pay Contractor the price of the Deliverable stated in the Scope of Work, Exhibit A; and **excluding** gross receipts tax.

B. The City will pay Contractor upon receipt of Contractor's Payment Invoice, together with a detailed statement of account concerning the Deliverable and any additional expenses incurred hereunder, and as previously agreed by the Parties in writing. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Contract. Invoices received by the City after the termination date WILL NOT BE PAID.

C. The total compensation under this Contract will not exceed nine hundred one thousand, eight hundred twenty dollars and thirteen cents (**$901,820.13)** including New Mexico gross receipts tax, consistent with paragraph 2A, above, and paragraph 3B, below.

2. Taxes

A. Contractor is solely responsible to pay all taxes that accrue for any monies that Contractor receives from the City pursuant to this Contract.

B. The New Mexico gross receipts tax levied on the amounts payable under this Contract **will** be paid by the City to Contractor.

3. Term

This Contract shall not become effective until it is fully executed and approved by the City. Unless earlier terminated in accordance with Paragraph 5 (Termination), the term of this Contract shall be five (5) years from the date of final signature. The City may extend the term of this Contract if RTA's Sourcewell Master Agreement is extended beyond the initial five-year term; however, in total, the City's Contract may not exceed the total number of years that the Sourcewell Master Agreement remains in effect, as allowed by NMSA 1978, Section 13-1-150.

4. Termination

A. General. This Contract may be terminated by either of the Parties upon written notice delivered to the other Party at least ten (10) days prior to the intended date of termination.

B. Appropriations. By the City, if required by changes in State or Federal law, or because of Court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico Legislature for the performance of this Contract. The City's determination concerning whether sufficient appropriations are currently available will be accepted by Contractor and the City's determination will be final. If the City terminates this Contract pursuant to this subsection B, the City will use its best efforts to provide Contractor written notice of such termination at least thirty (30) business days prior to the effective date of the termination.

C. Notice; City's Opportunity to Cure.

1. Except as otherwise provided in Paragraph 4.C.3, below, the City will give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor will give the City written notice of termination at least thirty (30) days prior to Contractor's intended date of termination, which notice will (i) identify all of the City's material breaches of this Contract upon which Contractor's termination is based and (ii) state the specific measures the City must perform to cure such material breaches. Contractor's notice of termination will only be effective (i) if the City fails to 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 Contractor of its intent to cure and begin its due diligence to cure the material breach.
3. Notwithstanding the foregoing, the City may terminate this Contract immediately upon written notice to Contractor (i) if Contractor becomes unable to deliver the Deliverables, as determined by Representative; (ii) if, during the term of this Contract, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Contract is terminated pursuant to Paragraph 4.B, above.

D. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination will be to pay Contractor for accepted Deliverables delivered prior to Contractor's receipt or issuance of a notice of termination; provided however, that a notice of termination will not nullify or otherwise affect either Party's liability for pre-termination defaults under, or breaches of, this Contract. Contractor will submit an invoice for all Deliverables and Contractor's other services performed, if any, prior to the termination of this Contract within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE OF NEW MEXICO'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Status of Contractor

Contractor and its officers, agents, employees, servants or subcontractors ("Agents") are independent contractors performing professional services for the City and are not employees of the State of New Mexico. Contractor and its Agents will not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico because of the Contract. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes as self-employment or business income and are reportable for self-employment tax purposes.

6. Assignment

Contractor will not assign or transfer any interest, obligation or right in this Contract or assign any claims for money due or to become due under this Contract without receiving the City's prior written approval.

7. Subcontracting

Contractor will not subcontract any portion of the Deliverables or other services to be performed under this Contract without the City's prior written approval.

8. Records and Audit

For a period of three years following the termination of this Contract, Contractor will maintain detailed time records, which indicate the date, time and nature of the Deliverables and other services provided to the City. These records will be subject to inspection by the City and the New Mexico State Auditor. The City will have a right to audit Contractor's billings both before and after payment; any payment to Contractor under this Contract will not act to foreclose the right of the City to recover excessive and/or illegal payments made to Contractor.

9. Release

Contractor's acceptance of final payment of the amount due from the City under this Contract will operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. Contractor agrees not to purport to bind the State of New Mexico unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality

Contractor will keep confidential all confidential information provided by the City or developed by the City and/or Contractor during Contractor's performance of this Contract ("Confidential Information") and Contractor will not provide Confidential Information to any third party absent the City's prior written approval.

11. Product of Service – Copyright & Intellectual Property

Any and all materials and work product developed, produced or acquired by Contractor under this Contract will remain the sole and separate property of Contractor, including all pre-existing and proprietary intellectual property such as Contractor's SaaS platform, software architecture, proprietary algorithms, and any general enhancements or improvements made to the platform the City is granted a non-exclusive, non-transferable license to use the SaaS platform and any custom configurations or features developed specifically for the State during the term of this Contract. Nothing developed, produced or acquired, in whole or in part, by Contractor under this Contract that constitutes Contractor's pre-existing intellectual property, proprietary software, or general product improvements will be the subject of an application for copyright, patent application or any other claim of ownership by or on Contractor's behalf. In the event Contractor develops, produces or acquires any intellectual property, related to the custom work done under this Contract, such as copyright(s), invention(s) or other patentable information or material(s), Contractor will, within ten (10) Business Days, execute or will cause to have executed all written assignments and other document(s) necessary to ensure that ownership of any custom deliverable vests solely in the City. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of such custom deliverables in any person or entity other than the City. The SaaS platform remains the exclusive property of the Contractor, and no ownership rights in the underlying software, source code, or architecture are transferred to the City.

12. Conflict of Interest

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer, state employee or former state employee have been followed.

13. Amendments

A. This Contract will 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 will, 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 5 above, or to agree to the reduced funding.

14. Merger

This Contract incorporates all the covenants and understandings made by and between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Contract. No prior agreement or understanding, oral or otherwise, made by the Parties or their agents will be valid or enforceable unless embodied in this Contract.
This Contract is issued against the Sourcewell Cooperative Contract Master Agreement 102924-RTAestablished and maintained by Sourcewell, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

15. Notice

The New Mexico 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 illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance

Contractor agrees to abide by all federal, state, and local laws, 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, Contractor agrees to assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 determined by the City to be out of compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate measures to correct these deficiencies.

17. Invalid Term or Condition

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

18. Enforcement of Agreement/Contract

A Party's failure to require the strict performance of any provision of this Contract will 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 will be effective unless expressed and in writing, and no waiver by a Party of any of its rights will be effective so as to waive any of that Party's other rights herein.

19. Applicable Law

The laws of the State of New Mexico will govern this Contract. Venue will 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 Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over all lawsuits arising under or out of any term of this Contract.

20. Indemnification

Contractor will defend, indemnify and hold harmless the City and its employees from all proceedings, third-party claims, demands, lawsuits, judgments, settlements, losses, liabilities, deficiencies, and expenses of any nature, (including reasonable attorneys' fees) to the extent resulting from, or arising out of Contractor's performance of this Contract, including, but not limited to, any actual or alleged: (i) negligent acts or omissions to the extent attributable to Contractor; (ii) any breach of a third party's intellectual property rights allegedly to the extent caused by Contractor and/or, for additional clarity, any claim that intellectual property rights furnished by Contractor infringes on the intellectual property rights of any third party Contractor specifically disclaims any duties or obligation to defend, indemnify, or pay for any losses, liabilities, claims, deficiencies, and expenses of any nature (including attorneys' fees) incurred by the City to the extent arising out of the City's or any City employee's own negligence (including passive or active), nonfeasance, or malfeasance or other breach arising out of this Agreement. In the event that any action, suit or proceeding related to the services performed by Contractor or any of Contractor's Agents under this Contract is brought against Contractor, Contractor will, as soon as practicable, but no later than ten (10) days after Contractor receives notice thereof, notify the City's legal counsel, the Santa Fe City Attorney's Office by certified mail.

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:

Tera Garcia
_____
TERA GARCIA,VP OF ADMIN

DATE: 05/21/2025
NMBTIN: 86-0621688

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (May 22, 2025 16:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A – SCOPE OF WORK

Statement of Work – Fleet Management Software

City of Santa Fe, NM

Provided by: RTA: The Fleet Success Company

1. Project Overview

This document outlines the implementation plan between RTA: The Fleet Success Company and the City of Santa Fe, NM for RTA Fleet360, a Fleet Management Information System (FMIS) solution, to ensure seamless adoption and operational efficiency.

2. Objectives

- Deploy and configure the fleet maintenance software across City of Santa Fe's fleet operations.
- Integrate/file share with existing systems
- Train users to ensure adoption and maximize ROI.
- Optimize workflows to improve fleet uptime and reduce costs.

4. Scope of Work

Phase 1: Project Kickoff

- Assign project teams from both parties.
- Define success criteria and key performance indicators.
- Establish timelines and communication cadence.

Phase 2: System Setup & Configuration

- Configure system settings to align with fleet operations.
- Set up user roles, permissions, and access levels.

Phase 3: Data Migration

- Identify required data for migration
- Cleanse and format data for compatibility.
- Validate and import data into the system.

Phase 4: Integrations

- API integrations /FTP Transfers with fuel management, GPS/telematics, accounting, and ERP system.
- Test and validate integrations to ensure smooth data flow.

Phase 5: User Training

- Conduct virtual role-based training for fleet managers, technicians, and admins.
- Provide training materials and user guides.
- Address user questions and provide support.

Phase 6: Testing & User Acceptance

- Conduct system testing to ensure functionality meets City of Santa Fe, NM Needs.
- Gather user feedback and make necessary adjustments.
- Obtain sign-off from key stakeholders.

Phase 7: Go-Live & Post-Implementation Support

- Deploy the system for live operations.
- Schedule Onsite Training
- Monitor system performance and user adoption.

4. Deliverables

- Configured FMIS solution.
- Migrated fleet data.
- Completed system integrations and allow API Access.
- User training sessions and documentation.
- Post-implementation support.

5. Responsibilities

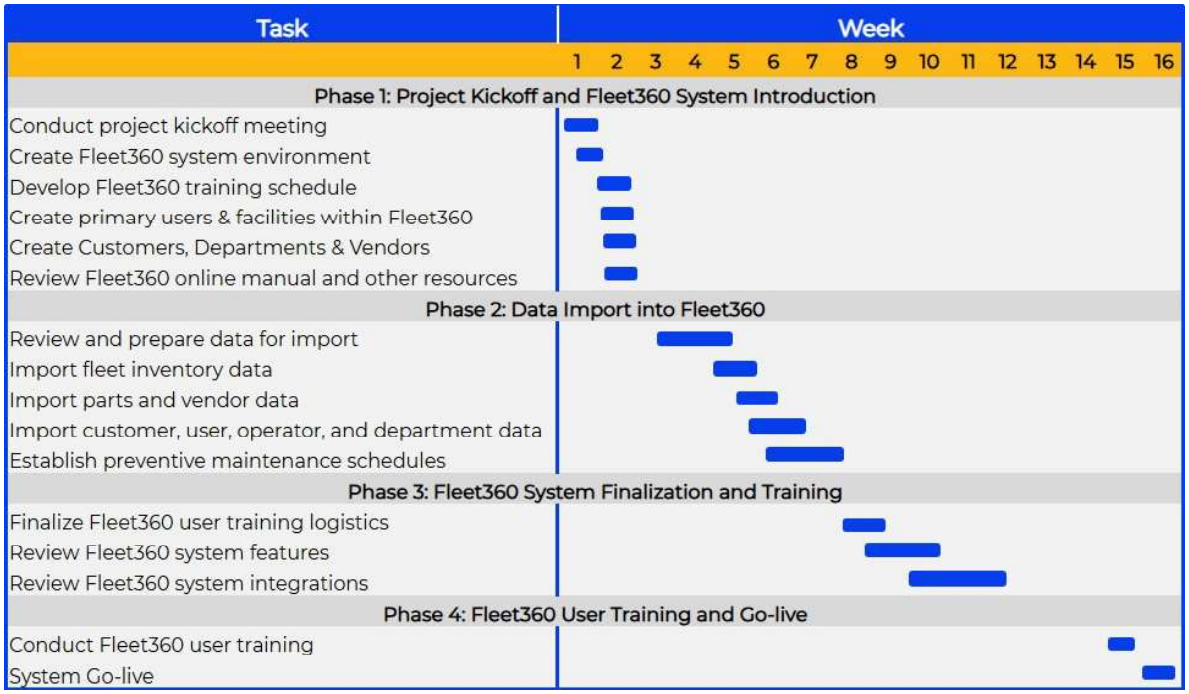
Client Responsibilities

- Provide necessary data and system access.
- Assign a dedicated project lead.
- Ensure staff availability for training and testing.

Vendor Responsibilities

- Configure the system according to agreed requirements.
- Perform data migration and support integrations.
- Conduct training and provide support.

6. Timeline



7. Pricing & Payment Terms

- Agreed upon on separate document
- Sourcewell Contract #102924-RTA

8. Assumptions & Constraints

- Client will provide timely access to necessary systems.
- Scope changes may impact timeline and costs.
- Success depends on user engagement and training participation.

9. Change Management
Any changes to the scope, timeline, or budget must be approved in writing by both parties.

RTA ITT Contract - FINAL

Final Audit Report 2025-05-21

Created:	2025-05-21
By:	Mark White (mwhite@rtafleet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9rFYVREBzlUh53Cqel81m6Udv9b1ol68

"RTA ITT Contract - FINAL" History

Document created by Mark White (mwhite@rtafleet.com)
2025-05-21 - 7:45:45 PM GMT

Document emailed to Tera Garcia (tgarcia@rtafleet.com) for signature
2025-05-21 - 7:47:16 PM GMT

Email viewed by Tera Garcia (tgarcia@rtafleet.com)
2025-05-21 - 7:59:42 PM GMT

Document e-signed by Tera Garcia (tgarcia@rtafleet.com)
Signature Date: 2025-05-21 - 8:00:05 PM GMT - Time Source: server

Agreement completed.
2025-05-21 - 8:00:05 PM GMT

RTA ITT Contract - RTA FINAL

Final Audit Report 2025-05-22

Created:	2025-05-22
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-indZ2BhNkyCCMmxjqk4LkKcbBOoE9J

"RTA ITT Contract - RTA FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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Document emailed to cwryan@santafenm.gov for signature
2025-05-22 - 10:07:53 PM GMT

Email viewed by cwryan@santafenm.gov
2025-05-22 - 10:14:09 PM GMT- IP address: 104.47.64.254

Signer cwryan@santafenm.gov entered name at signing as Christoher W. Ryan
2025-05-22 - 10:14:25 PM GMT- IP address: 63.232.20.2

Document e-signed by Christoher W. Ryan (cwryan@santafenm.gov)
Signature Date: 2025-05-22 - 10:14:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-22 - 10:14:27 PM GMT

Docusign Envelope ID: 86B4630A-3E71-4DC4-BA35-EBFF0E8960D2

MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Ron Turley Associates, Inc. dba RTA

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ron Turley Associates, Inc. dba RTA, 17437 N. 71st Dr. #110, Glendale, AZ 85308(Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

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ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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 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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

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xi) **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 Agreement 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.

xii) **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 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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **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, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) 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.

        ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

a) **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 Agreement.

- $1,000,000 each occurrence Bodily Injury and Property Damage
- $1,000,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 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 Agreement 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.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Ron Turley Associates, Inc. dba RTA
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Tira Garcia D7E0CCAE529F465...
By: _____	By: _____
Jeremy Schwartz	Kevin Burdick
Title: Chief Procurement Officer	Title: Vice President of Sales
Date: 4/22/2025 | 3:39 PM CDT	Date: 4/22/2025 | 2:54 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	RTA
Address:	17437 N 71st Dr #110 Glendale, Arizona 85308
Contact:	Kevin Burdick
Email:	kburdick@rtafleet.com
Phone:	623-581-2447
HST#:	86-0621688

Submission Details

Created On:	Thursday September 12, 2024 10:14:21
Submitted On:	Tuesday October 29, 2024 09:12:21
Submitted By:	Trevor Shackett
Email:	tshackett@rtafleet.com
Transaction #:	0d0446d8-b904-4909-92c3-e6adc991dc31
Submitter's IP Address:	24.91.45.242

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ron Turley Associates, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ron Turley Associates, Inc. (dba RTA: The Fleet Success Company) RTA will be responsible for offering and performing delivery of all solutions within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 61UD6 UEI: V7CTYGFPJFQ5	*
5	Provide your NAICS code applicable to Solutions proposed.	541512 - Computer software consulting services or consultants 541511 – Computer Programming Services 513210 - Software Publishers 541611 - Administrative Management and General Management Consulting Services	
6	Proposer Physical Address:	17437 N. 71st Dr #110 Glendale, AZ 85308	*
7	Proposer website address (or addresses):	www.rtafleet.com	*
8	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):	Kevin Burdick, Vice President of Sales 17437 N. 71st Dr #110, Glendale, AZ 85308 kburdick@rtafleet.com, (480) 227-2555	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trevor Shackett, Proposal Specialist 17437 N. 71st Dr #110, Glendale, AZ 8530 tshackett@rtafleet.com, (603) 455-1194	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Josh Turley, CEO 17437 N. 71st Dr #110, Glendale, AZ 8530 joshturley@rtafleet.com, (623) 581-2447 Tony Yankovich, Director of Fleet Consulting 17437 N. 71st Dr #110, Glendale, AZ 8530 tyankovich@rtafleet.com, (913) 568-5837 Ryan Driscoll, Vice President of Marketing 17437 N. 71st Dr #110, Glendale, AZ 8530 rdriscoll@rtafleet.com, (623) 581-2447	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Our mission at RTA is clear – we help fleets succeed! That's what we have been successfully doing for over 45 years. How do we do this? By empowering our clients with the necessary tools and resources to achieve their goals. As experienced fleet professionals, we have built robust technology solutions and provide expert fleet advisory services to help our clients make their fleet operations safer and more efficient. RTA began serving fleets in 1979, but the company's true beginning occurred years earlier when Ron Turley was a young father looking to make a difference after his time in the Korean War. Ron started as a driver for UPS in 1961 and within five years, he had worked his way up to become the Automotive and Building Maintenance Manager in the new Georgia District. While there, he ran the best-performing district throughout the entire company, with the fewest road calls and lowest cost of all UPS fleet management districts in the U.S. In 1973, after many promotions and reassignments, Ron was given responsibility for the maintenance of all UPS vehicles in the U.S., Canada, and Germany – more than 48,000 in all. Over the next five years, Ron led UPS in saving over $100 million in shop operating costs, allowing UPS mechanics to take care of nearly 80 percent more vehicles per labor-hour than they had been doing previously. He continued to institute time standards and innovative cost-saving measures throughout the company's maintenance operations until 1978. Quite by accident, RTA was born. Ron built a reputation at UPS for efficiency and cost savings. Because of this, he received many requests from fleet managers that needed help improving their operations. Through these engagements and the realization of the importance of data, RTA's fleet management platform was established. Fast-forward 45 years and thousands of clients later, RTA is in its third generation of family ownership, led by Ron's grandson Josh and Josh's wife Anjuli, and is the premier FMIS for successful fleets. With our constant drive for innovation and dedication to best practices, we strive to revolutionize the fleet industry. RTA's cloud-based SaaS model continues to break the mold by not only evolving with technological advancements but also with ease of use and providing stakeholder resources and five-star support. It is really that simple. Everything this company has ever stood for or done has been centered around the fleets that keep the world moving. We help the people at these organizations keep their fleets operational, efficient, and safe, and it's ultimately why RTA exists. We give them clarity, confidence, and peace of mind in the middle of what is a very chaotic job, and when we do that well, we help them save time, decrease cost, and make our roadways safer.

12	What are your company's expectations in the event of an award?	In the event of an award, RTA anticipates continuing its successful partnership with Sourcewell to streamline and simplify the procurement process for potential fleet management information system (FMIS) customers. Over the past four years, we have effectively leveraged the current Sourcewell cooperative purchasing contract to help government and education prospects bypass the lengthy and complex RFP process, allowing them to procure our solutions directly through the Sourcewell agreement. This approach has helped reduce implementation timelines, enabling our customers to realize operational savings and improve fleet performance more quickly. RTA is eager to build on the successes of the past four years by: Supporting FMIS Prospects: We expect to continue using the Sourcewell contract to assist fleet management information system prospects in expediting their procurement efforts, allowing for faster deployment of fleet management solutions. It has been our experience that using the Sourcewell cooperative agreement can reduce procurement and contracting time for a large complex fleet management information system from as much as 24 months, to as little as 2 or 3 months. Sharing this information with prospects is an integral part of our sales approach and is communicated to each one of our potential customers during our marketing and sales process. Enhancing Awareness of Sourcewell: We are committed to further promoting the benefits of the Sourcewell program to entities that may not yet be aware of its offerings. By increasing exposure to both RTA and Sourcewell, we aim to expand the program's reach and demonstrate its value to new potential customers. RTA regularly attends and participates in many of the fleet industry trade shows, conferences, and educational outreach events each year. We are regular speakers and presenters providing fleet expertise to fleet professionals across all industries. At each event we proudly display the Sourcewell logo and ensure that prospective customers are aware of this efficient procurement solution. Strengthening Our Partnership with Sourcewell: RTA is eager to continue our close collaboration with Sourcewell, working together to grow the program and enhance the cooperative purchasing experience for fleet managers nationwide. Ultimately, RTA expects this continued partnership to drive increased efficiencies for both organizations, help more fleets improve their operations, and ensure that we can continue delivering value to our customers through this streamlined procurement channel.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	RTA has been in business for over 45 years and warrant that we are financially stable, in good standing, and have the financial capacity to undertake and complete the services listed in this RFP, as we have successfully under the current Sourcewell Fleet Management Technologies contact. Our Dun and Bradstreet number is 148863996. We have upload supporting documentation in the document upload section of our response as "RTA Financial Strength Documentation".	*
14	What is your US market share for the Solutions that you are proposing?	RTA has implemented more than 2,900 fleet management information systems since our beginning in 1979. Currently over 1,000 fleets use our FMIS to manage their assets and maintenance shops, accounting for nearly 1,000,000 vehicles and pieces of equipment across North America. Specifically, we currently serve over 700 publicly funded fleets, making RTA the industry's oldest and leading provider of Fleet Management Information Systems (FMIS) and fleet consulting services to government and education fleets in North America.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Of our 1,000+ current customers, over two dozen are located in Canada, including clients in Alberta, British Columbia, Manitoba, New Brunswick, Ontario, and Saskatchewan.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None. RTA has not declared bankruptcy or been party to any bankruptcy proceedings within the past seven years. Furthermore, in the 45 years that RTA has been providing fleet solutions and advisory services to clients, we have not been involved in any bankruptcy proceedings. However, if at any time during the contract period or during the pendency of this RFP evaluation, RTA enters any bankruptcy proceedings, Sourcewell will be notified as required.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	b) RTA is an independent software vendor for Fleet Management Information Systems (FMIS), other fleet related technologies, as well as expert Fleet Consulting Services. We develop, support, sell, and market our software and consulting services using in-house employees. We are also a reseller for GPS Insight Telematic devices, using those same in-house RTA employees.	*
18	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.	N/A, none required. RTA is currently undergoing SOC 2 evaluation and expects to have this certification completed by early 2025.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	RTA has no current or past debarments or suspensions to disclose. If at any time during the pendency of this RFP evaluation RTA enters a debarment or suspension status, we will provide notice in writing to Sourcewell.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Recent company recognition awarded to RTA include the following: Top Software & Tech Award Recipient – Food Logistics/Supply & Demand Chain - 2024 Certified Great Place to Work – 2023 Fortune Best Small Workplaces – 2023	*
21	What percentage of your sales are to the governmental sector in the past three years?	The government sector, including publicly funded organizations, has accounted for approximately 68% of our total fleet management system sales over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector, including both higher education and K-12, has accounted for approximately 15% of our total sales over the past three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	RTA is currently an approved vendor for the following state and cooperative purchasing agreements. Sourcewell 020221 – Fleet Management Technologies with Related Software Solutions Term: March 25, 2021 - March 26, 2025 EPIC6 21.24 Technology Solutions & Services Term: July 1, 2024 – June 30, 2029 Massachusetts VEH118 Statewide – Fleet Management Software Term: July 26, 2023 – July 31, 2027 The total revenue generated from these three agreements over the past three years was $738,963.	*
24	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?	RTA does not have any GSA contracts or SOSA agreements currently. We were previously awarded a GSA contract that expired in 2017.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Vancouver, WA	Dan Zenger, Fleet Manager	(360) 487-8205	*
University of Massachusetts, Amherst	Constance Englert, Director of Transportation Services	(413) 545-4744	*
Humble Independent School District, TX	Ariel Rodriguez, Fleet Manager	(281) 641-8727	*
Lake County, FL	Brenda Peshel, Fleet Manager	(352) 540-6508	
City of Las Vegas, NV	Brenton Messner, Fleet Manager	(702) 229-1680	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	RTA's sales team is currently composed of two Account Executives, one Sales Development Representative, and an RFP Specialist, all reporting to our VP of Sales, Kevin Burdick. Our sales team is supported by several fleet veterans who serve as subject matter experts and help guide our product development and sales and marketing initiatives, including former municipal and private sector fleet managers. Because of the growth that RTA has had over the past several years, the plan is to be at four Account Executives and two Sales Development Representatives by the end of 2025. As an extension of the sales organization, RTA also employs six Fleet Consultants, two Product Engineers, and two Fleet Success Ambassadors (former nationally recognized Fleet Managers) who regularly support our sales and marketing efforts.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	RTA's current business model does not include other distribution channels. We provide all of our sales and marketing with in-house employees, many that have real-world fleet management experience. All of our technology solutions and advisory services are delivered by RTA staff.	*
28	Service force.	RTA currently has over 70 full-time employees that work to support our customers throughout North America. This includes the following Departments: Engineering – team of 20 including developers, engineers, IT, infrastructure, and programmers Finance/HR - team of 5 including Controller, payroll, accounting, and people ops Sales – team of 5 including SDR, AE, and Proposal specialist, as discussed above Consulting – team of 8 including Analysts and Consultants. Customer Success – team of 23 including CSM, Implementation, Training, Customer Service, Technical Support, and more. Product and Marketing – team of 10 including product managers, product marketing, and more	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All new sales orders are handled by our in-house sales team. We currently do not work with outside distributors or dealers. Typically, the sales process starts with outreach from a sales assistant (called an SDR) who discovers a potential client's needs and whether RTA might be a good fit for their fleet operation. From there, a prospect is scheduled for a product demo of the RTA Fleet360 software with one of our Account Executives. During this meeting, Sourcewell is given as an option as well as the different implementation, software, and consulting packages that RTA offers. Following the demo, a prospect is provided with a quote, and an agreement is negotiated and executed. Once the agreement is signed, the implementation team sets up a meeting to plan for data imports, schedule training, and introduce the customer success manager that will be handling the account going forward.	*

30	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.	Technical support and maintenance are included with the annual subscription to Fleet360, our flagship fleet management information system solution. RTA's support team is committed to technical response within 1 business day. Our Technical Support department is available between 5:00 a.m. and 5:00 p.m. MST, Monday through Friday, excluding holidays. The Annual Support Maintenance provides product updates, enhancements, as well as unlimited technical support for the FMIS. Technical support can be obtained via the following options: Email: support@rtafleet.com . Phone: (800) 279-0549 RTA Knowledge Base: documentation and FAQs available online Website: www.rtafleet.com RTA Help Desk: create a service ticket with our friendly support staff Feedback & Suggestions: available within the software Phone/Email Support: Toll free support is available in most areas. Phone support is the quickest way to resolve a problem or question, however phone/email cases are handled in the order they are received. If immediate assistance is not available when calling, a message can be left and typically calls are returned within the hour. For technical support assistance after 5:00 p.m. MST or on weekends, RTA provides additional After-Hours Support on a per-hour basis. AI Fleet Bot and Guided Tours: RTA Fleet360 now offers guided tours to train users on how to navigate the system and tips on how to use the latest features, without having to reach out directly to support or wait for the next scheduled training class. Our AI-powered Fleet Bot resource gives our customers 24/7 chat capabilities with a support bot who searches RTA's best practices and knowledge base to provide you with the most accurate and up-to-date information available whenever you need assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	RTA is fully willing and able to continue to provide our products and services to all Sourcewell participating entities, as we have for the past four years.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RTA is fully willing and able to continue to provide our products and services to Sourcewell participating entities in Canada, as we have for the past four years.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. RTA will fully service any geographic areas of the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. RTA does not exclude any Participating Entity from our fleet management information system, other technology solutions, or fleet consulting services that we offer.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. RTA will not impose any specific requirements or restrictions on participating entities in Hawaii and Alaska or other U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. RTA will extend the terms of any awarded agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	RTA: The Fleet Success Company's marketing strategy for contract promotion relies on several strategic touchpoints, including digital ads, print ads, email campaigns, postcard campaigns, phone call campaigns, and event marketing. Representative samples of marketing materials are available upon request. RTA's targeted marketing efforts will focus on the following media outlets and promotional channels to raise awareness and drive engagement: Contract Announcements and Advertisements: Press Release: RTA will issue a press release to be distributed through key media outlets within one week of contract award. A draft of this press release will be submitted to Sourcewell for approval prior to distribution. Media Contact: The press release will also be shared directly with government and K-12	

fleet-related media outlets. RTA will encourage all contacts to post the news release on their websites and e-newsletters.

E-Blast: An email blast will be sent to all government fleet clients in the RTA database as part of our ongoing email campaigns which will use the Sourcewell logo. We will also source email addresses for the Sourcewell membership to notify them that they can purchase RTA through this contract.

Advertisements: Ads will be displayed as part of both "Digital Ads" and "Print Ads" campaigns that will use the Sourcewell logo as another opportunity to promote the contract/relationship.

Digital Ads:
Banner Ads: Different-sized digital ads will be placed monthly on media websites and e-newsletters such as Government Fleet, The Municipal, Governing, NAFA Fleet Solutions, School Bus Fleet, METRO, and other fleet-related publications using the Sourcewell logo.

Social Media Ads: LinkedIn ads will target government fleet personnel to enhance brand presence and visibility promoting Sourcewell. Ads will feature "look-alike" modeling to expand reach beyond the initial audience.

Retargeting: Government and education fleet personnel who visit our website will be retargeted through digital ads to drive them back to our site and learn more about the partnership with Sourcewell.

Print Ads:
Full-Page Ads: RTA will publish full-page ads in key government and education magazines, such as Government Fleet, The Municipal Magazine, and NAFA Fleet Solutions Magazine. All creative assets will be developed in-house by RTA's marketing team. *

Email Campaigns:
Purchased E-blasts: Monthly/quarterly emails will be sent to relevant databases promoting RTA's products and services, with a focus on Sourcewell contract opportunities.

RTA E-blasts: Our database consists of tens of thousands of public sector fleet personnel who will receive regular e-mail communications.

Webinars:
RTA will produce 30-minute webinars featuring topics relevant to public sector fleets, including cooperative purchasing options and case studies. The webinars will be promoted across email and social channels, and fleet professionals will be encouraged to watch live or on-demand via our webinar platform.

Direct Mail:
Postcards: RTA recognizes the value of traditional marketing and will mail postcards to fleet professionals and will use that as a means to educate Sourcewell members on the ability to purchase RTA through it.

Sales Development:
RTA SDR's will leverage the Sourcewell member list in their daily activities to check to see if prospects they are talking to are members and educate them or remind them they can use Sourcewell to purchase RTA.

Events:
Tradeshows and Conferences: RTA invests heavily in attending and sponsoring fleet-related events, such as Government Fleet Expo, NAFA I&E, NAFA regional events, FleetCon, NASUF, NTEA Work Truck Show, and more than 20 other fleet management conferences, tradeshows, and educational events. RTA will promote the Sourcewell contract at the booth at each event that we participate.

SEO:
RTA has achieved significant search engine visibility on page one for key phrases such as "Fleet maintenance software for government fleets" and "Fleet management information systems," ensuring that fleet personnel searching for these terms will find RTA's offerings.

In conclusion, RTA's comprehensive, multi-channel marketing approach is designed to maximize contract visibility and engagement among government and educational fleet sectors. By leveraging both digital and traditional media, targeted outreach, and strategic event presence, RTA aims to create widespread awareness and accessibility of its solutions through the Sourcewell contract. RTA has provided marketing samples in the document upload section titled "RTA Marketing Samples".

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	RTA: The Fleet Success Company will prominently display the awarded Sourcewell contract on our website, www.rtafleet.com. In particular, detailed information about the contract and the benefits to fleet professionals will be clearly featured through banners, landing pages, and dedicated content sections. RTA leverages a comprehensive suite of marketing technologies and digital data to maximize the effectiveness of our campaigns: Social Media: RTA maintains a very active presence within LinkedIn. By using LinkedIn as not only a platform to get our message out to the market, we can also use it as a tool to target our message to Sourcewell members and government and educational fleets that would benefit. RTA has several ex-fleet managers that serve as influencers for RTA and evangelists for the industry, as well as high engagement from our CEO, Josh Turley. We can leverage our brand presence and these influencers to educate on this preferred purchasing option and promote the Sourcewell contract. Marketing Automation (B2B): We use Hubspot, which allow us to streamline the creation, deployment, and management of campaigns across multiple channels, including social media, email, etc. These tools also help track user engagement and optimize follow-up actions based on customer interactions. Seamless: This powerful tool helps us to understand buyer intent, allowing us to target the right contacts and generate quality leads. We also rely on this platform to continually expand our database with government fleet contacts that align with our Sourcewell offerings. Retargeting Campaigns: We use retargeting strategies to re-engage visitors who have shown interest in our products by browsing key pages on our site. These visitors will see ads as they browse other websites, encouraging them to return to RTA's site for further information. CRM (Hubspot): Hubspot serves as our core CRM tool, managing all company operations and sales data. It allows us to track lead progress, integrate contract opportunities effectively into our sales process, and effectively manage the customer lifecycle.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a pivotal role in the successful promotion of contracts awarded through this RFP by driving awareness, engagement, and ongoing promotional efforts. We believe Sourcewell's focus will be on educating relevant stakeholders about the benefits of cooperative purchasing and ensuring its member organizations can easily access RTA's services. We view any contract award as an ongoing partnership, and RTA is committed to making the Sourcewell contract a key aspect of our market presence. Our sales team is highly experienced in selling to government and education fleets, and we have built considerable expertise in promoting the advantages of utilizing Sourcewell contracts over the last several years. As a trusted partner, RTA ensures that its team is fully equipped to highlight the benefits of cooperative purchasing, simplifying the procurement process for our clients. It is also helpful that many of our fleet experts have actually worked in government and education fleets and understand the challenges of government procurement practices. To integrate the Sourcewell-awarded contract into our sales process, we will ensure that all relevant teams, from sales to customer support, are well-trained on the contract, solutions available, and advantages of this partnership. We will focus on helping fleet professionals understand how they can best leverage the Sourcewell contract to meet their operational and procurement needs. Our internal Operations team will provide detailed guidance on contract usage, creating an easily accessible knowledge base with FAQs, tutorials, and pricing models. This system will also support Sourcewell-related webinars and training, providing our customers with ongoing educational opportunities on how to make the most of cooperative purchasing options. Additionally, as part of our ongoing engagement strategy, we will: Outline the key benefits of the awarded contract to our clients. 1. Work with Sourcewell to co-host webinars and events aimed at educating their members about RTA's offerings. 2. Utilize Sourcewell's membership platform to connect directly with interested fleet clients. 3. Align our marketing and promotional efforts with Sourcewell's preferred channels to ensure maximum visibility. Finally, RTA will actively participate in all relevant marketing and educational events hosted by Sourcewell, ensuring that we remain a visible and engaged partner in the fleet management space.	*

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, currently RTA Fleet software and solutions are not available through any e-procurement process and can only be procured directly through RTA's sales organization.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	Unique to RTA, training is included with your annual subscription with no upfront cost for your initial three-day onsite comprehensive training program. Also available to assist in the adoption of RTA Fleet360, our fleet management information system solution, are several virtual trainings for your staff to attend during implementation pre Go-Live. Our team of experienced trainers, each averaging 10 years of experience in fleet management and training, will provide comprehensive initial training on all aspects of our system to ensure that your entire team is ready to use the system for Go-Live date. Our comprehensive training program features the following options: Role-Based Training: Monthly virtual classes designed for everyone from technicians to the parts manager to fleet admins. Tutorial Videos: A library of training videos hosted in your RTA system that dive deeper into specific functionalities. Product Webinars: Interactive webinars to walk you through new software capabilities, hosted by the fleet experts who build and maintain RTA. Custom 1:1 Training: Tailored hourly training sessions to cover any aspect of Fleet360 your team needs to learn. In-App Support: Guided tours to train your team to navigate the system and use the newest features without waiting for the next (free) training class. Recurring Check-Ins: Remote or onsite annual check-ins to ensure the system is working for you. AI Fleet Bot: 24/7 chat capabilities with a helpful bot that searches RTA best practices to give you the most accurate and up-to-date information available in our Knowledge Base. The RTA Fleet360 System Training covers fleet basics, system navigation, and best practices, followed by role-specific modules for your staff. We offer both train-the-trainer and end-user training. Training is customized for various roles within your organization, including Fleet Managers, Admins, Fleet Maintenance Technicians, and Parts and Inventory Management Specialists. We offer live, online training sessions monthly for each role, allowing clients to register for up to five seats per session at no additional charge. Training continues beyond the initial implementation phase as well. In addition to monthly sessions, we provide unlimited on-demand, role-based training videos accessible anytime, even for non-RTA users at no additional charge. This ensures easy onboarding for new hires and offers current staff opportunities for refreshers and tune-ups on the system or practice with new features as needed.	*

42	Describe any technological advances that your proposed Solutions offer.	RTA's proposed solution leverages several cutting-edge technologies to enhance performance, accessibility, and functionality: Cloud-Based SaaS Solution: Our system operates as a Software as a Service (SaaS), providing secure, web-based access from anywhere. This ensures high availability, scalability, and reduced infrastructure management, all powered by Amazon Web Services (AWS) for reliable cloud computing. Cross-Platform Browser Support: RTA supports all major web browsers, including Google Chrome, Microsoft Edge, Firefox, and Safari, offering flexibility and ease of use for your team, regardless of their preferred platform. Advanced Mobile Functionality: The RTA Mobile App and eDVIR app provide robust functionality for both Android and iOS devices, available for download from Google Play and the Apple App Store. These apps empower field technicians with features like mobile dashboards, kiosk mode, part reordering, paperless shop operations, driver reports, inspections, work orders, and barcode scanning, improving operational efficiency from any location. AI Integration for Fleet Management: Our solution incorporates AI technology through our AI Fleetbot feature within Fleet360, which serves as a smart assistant for users. This feature allows for quick responses to common inquiries, providing an enhanced customer support experience and helping users navigate the system more efficiently. Fleet Management Consulting: Unlike any other fleet management system provider, RTA has a fully staffed and functioning Fleet Consulting Group that not only provides traditional fleet management consulting services to our clients, but also provides support to our clients during system implementation and ongoing support. Our consulting group boasts more than 300 combined years of actual hands-on fleet experience along with professional fleet management consulting experience. Together, these consultants have helped close to 500 fleet organizations across North America. By incorporating these technological advances, RTA offers a future-ready, accessible, and scalable fleet management solution designed to meet the evolving needs of the industry.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	While we do not hold any official certifications, RTA contributes to green initiatives by incorporating various environmentally friendly features and practices into its fleet management solution, helping organizations reduce their carbon footprint and promote sustainability. Here are some key ways RTA supports green initiatives: Paperless Shop: RTA’s Paperless Shop feature eliminates the need for physical paperwork in maintenance operations. By transitioning to digital work orders, inspection reports, and part management, organizations can significantly reduce their paper usage. All documentation, including work orders, inspections, and parts reordering, can be managed through our mobile apps or desktop platform, contributing to eco-friendly operations. Since 2017, when Josh Turley became CEO, our clients have saved over 11,000 trees by using RTA as opposed to paper-based systems. Our Paperless Shop module alone has saved an estimated 9,700 trees in that time frame. Efficient Fleet Management: By optimizing fleet performance, RTA helps organizations reduce fuel consumption and lower emissions. Features like real-time vehicle tracking, preventive maintenance scheduling, and fuel tracking allow fleet managers to maintain vehicles more efficiently, reducing idle time, improving fuel economy, and minimizing environmental impact. Mobile Access: The RTA Mobile App and eDVIR app provide fleet teams with tools for inspections, work orders, and reporting in a fully digital format. This mobile access reduces the need for printed materials and streamlines operations, supporting a more sustainable, paper-free workflow. Cloud-Based Solution: RTA’s cloud-hosted SaaS solution reduces the need for energy-intensive on-premise hardware. By utilizing energy-efficient cloud infrastructure provided by AWS, RTA helps minimize the carbon footprint associated with running servers and other IT equipment in-house. Fleet Consulting Services for Sustainability: RTA’s Fleet Consulting team regularly conducts Electric Vehicle (EV), Zero-Emission Vehicle (ZEV), and Low-Emission Vehicle Transition Studies to help fleets transition to cleaner, more sustainable operations. These studies provide tailored recommendations for integrating electric and low-emission vehicles into existing fleets, allowing organizations to reduce emissions and align with environmental regulations and sustainability objectives. Additionally, we offer Fleet Right-Sizing Studies to optimize fleet size, ensuring that fleets operate efficiently with the appropriate number of vehicles. This process not only reduces fuel consumption but also lowers the overall carbon footprint of the fleet by eliminating unnecessary vehicles and improving utilization. Through these initiatives, RTA helps public sector fleets reduce emissions, operate more sustainably, and meet their environmental goals. Our fleet management technologies and consulting services work together to support a more eco-conscious, efficient future for fleets.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While we hold no formal certifications, RTA makes every effort to incorporate sustainability throughout our organization and help our customers work toward achieving their sustainability goals and initiatives. See question 43 above.	*
45	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?	RTA is one of the few fleet technology companies that has been operating for over 45 years. Our system was designed by fleet professionals for fleet managers, and comes with a personal touch that is unique to the industry. Our CEO is accessible and is frequently in communication with all of our clients, not just the largest ones. As a family-owned entity, our company gets to focus on our customers' voices, rather than being beholden to investors.	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	RTA has dedicated resources assigned to Information Security. Our system is designed to meet or exceed the data security standards set forth by local authorities, state regulations, and federal laws. We regularly assess and update our security protocols to stay current with any changes in regulations and to address emerging threats in the cybersecurity landscape. Additionally, we engage in regular third-party audits and security assessments to validate our compliance and to provide our customers with the assurance they need. RTA Fleet360 supports Single Sign On (SSO) through Azure Active Directory and supports Multi-Factor Authentication. RTA uses Microsoft Active Directory as our primary identity and access management system. All sensitive data is encrypted using AES-256 or better both in transport and in storage. Our system uses Amazon's AWS for our hosting environment, and AWS holds appropriate certifications such as SOC 2 and SSAE 18. RTA's SOC 2 certification is in progress, and we expect to be certified in early 2025. RTA ensures that all systems and applications are scanned for vulnerabilities and that any detected vulnerabilities are remediated prior to new releases. To ensure the highest levels of security within our system, we have currently implemented policies and procedures regarding how security risks are mitigated until patches can be applied. Our team remains dedicated to maintaining the confidentiality of all Institutional data, ensuring that only authorized personnel have access to sensitive information. As part of our Service Commitment, RTA ensures that data backups are encrypted using 256-bit Advanced Encryption Standard (AES-256), three copies of data backups are retained for 90 days, and stored in separate physical data center campuses.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	RTA Fleet360 provides robust fleet management tools that can support environmentally conscious initiatives through its data-driven and cloud-based architecture, including full support for EV, ZEV, and low-emission vehicles within our solution. Fleet360 integrates telematics for EV management and emissions tracking, which helps public sector fleets optimize performance, monitor sustainability metrics, and achieve environmental goals For organizations pursuing electrification or other smart city objectives, RTA offers consulting services, including EV, ZEV, and low-emission vehicle transition planning, which align with broader sustainability and efficiency goals.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	RTA Fleet360 offers a comprehensive Accident Management and Reporting module that helps fleet managers efficiently track and manage accidents. This module allows users to create detailed accident reports, including capturing essential information such as the vehicles involved, the nature of the incident, and the associated costs. The system also supports the attachment of relevant files, photos, and documents, which can be crucial for insurance claims and internal reviews. Our latest update also allows you to create and manage customized accident/incident forms including required fields, attachments, and more. RTA's accident management feature integrates seamlessly with the rest of the fleet management system, ensuring that all data related to an accident is stored in one place and easily accessible. This centralized approach helps in generating accurate reports, tracking trends, and analyzing accident data to identify potential areas for improvement. The system also provides customizable forms and reporting tools to meet specific organizational needs, making it a versatile solution for managing the complexities of fleet-related incidents.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our standard payment terms are net 30 days. We accept payment via check or ACH and typically bill our customers on an annual basis. Because of inflation, RTA will periodically issue price adjustments to the MSRP, those increases are typically only at 3.5% or CPI, whichever happens to be higher. RTA will always ensure that Sourcewell customers receive the contracted 8% discount off standard MSRP on software and services.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	We do not currently offer leasing or financing options for our hardware. Telematics devices have a 24-month financing option and RTA Fleet360 SaaS subscriptions can be billed quarterly or annually for no additional charge.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	RTA has included a copy of our standard Terms and Conditions, including our Service Level Agreement for Cloud Hosting solutions, see RTA Terms in the document upload section.	*

61	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?	RTA accepts the P-card procurement and payment process. There are no additional costs or fees to Sourcewell participating entities for using this process.	*
62	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.	RTA provides tiered FMIS pricing based on asset count and services based on hourly rates. We will provide line-item discounts based on the attached pricing proposal.	*
63	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.	RTA is offering an eight percent (8%) discount off of MSRP for software and services (including fleet management consulting services) as represented by the pricing proposal included with this response. Telematics and other hardware solutions offered by RTA Fleet also include a five percent (5%) discount off of MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	RTA has built in price break tiers that lower the per-asset charge the greater the volume of assets. This is demonstrated in our pricing proposal attached.	*
65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	RTA will supply a quote for any sourced, open market, or non-contracted items at the time of any such request, including our proposed 5% discount off of MSRP on hardware and an 8% discount on software and services MSRP for Sourcewell participating entities. Sourced products may include things such as fueling systems, fueling cards, telematics systems, predictive maintenance products, or other add-ons not directly offered by RTA Fleet.	*
66	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.	All costs outside of freight, shipping and sales tax (if applicable) are included. RTA does not have hidden charges.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As a web-based system, only optional hardware would be shipped, if applicable. Freight/shipping is an additional cost for any hardware purchase, including those by Sourcewell participating entities. RTA ships all hardware orders through UPS. We offer overnight, 2-day, 3-day, and standard delivery options, and will continue to provide a standard shipping discount for Sourcewell participating entities when this line item is added to the invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above. Shipping will be billed as an additional cost to the purchase price for all customers.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Software is delivered through a secure web portal. RTA will provide training and instructions on how to access and sign into the application as well as the mobile counterpart.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	RTA has a structured internal audit process in place to ensure compliance with the Sourcewell agreement and proper pricing for participating entities. A dedicated team across Sales, Marketing, Administrative, and Executive functions will monitor Sourcewell contract purchases and calculate quarterly administrative service fees. Tools such as QuickBooks, SaaSOptics, and HubSpot will track customer sales, purchases, and contract details. Periodic audits will be conducted to verify that Sourcewell’s preferred pricing is adhered to. This includes comparing contractually obligated pricing with the actual prices offered to Sourcewell participants and ensuring that all invoices and purchase orders reference the Sourcewell Fleet Management Technologies contract number. This process ensures transparency and compliance with the agreement.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	RTA will continue to use, develop, refine, and monitor internal metrics to measure the number and dollar figures of Sourcewell-related deals that are closing, sales closed compared to years past, number leads that are Sourcewell-driven leads or that purchased off the Sourcewell contract, and more.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	RTA proposes a two percent (2%) Administrative Fee payable to Sourcewell in consideration for the support and services provided by Sourcewell. This fee will be payable to Sourcewell on all completed transactions to Participating Entities using the Sourcewell agreement and will be calculated as the stated percentage of all completed transactions using the Sourcewell Master Agreement within the preceding reporting period.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The 8% discount off MSRP on software and services represents a larger discount than previously offered through any cooperative contracts, state contracts, or agency contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	RTA offers a comprehensive suite of Fleet Management Information Systems (FMIS), other technology related solutions, and fleet consulting advisory services aimed at optimizing fleet performance and supporting sustainability goals. Below is a detailed description of each solution: FMIS Solutions: Asset Management: RTA Fleet360 tracks every vehicle and asset in your fleet, enabling lifecycle management and data-driven decision-making. This helps optimize asset use, plan replacements, and manage disposals based on performance and cost-effectiveness. Preventive Maintenance: The system supports preventive maintenance scheduling, work order management, and real-time tracking of vehicle health. This minimizes downtime, improves shop productivity, and extends the lifespan of assets by automating and streamlining maintenance workflows. Parts Inventory Management: Fleet360 enables real-time tracking and automated reordering of parts to ensure that the right components are always available for repairs. This reduces delays and minimizes vehicle downtime. Fuel Management: RTA's FMIS includes fuel tracking capabilities that monitor fuel consumption and transaction data, helping fleet managers identify cost-saving opportunities and stay compliant with environmental regulations. Mobile Applications: The RTA Mobile App and eDVIR App allow fleet managers and technicians to perform digital inspections, manage work orders, and access fleet data from mobile devices. This functionality supports a paperless environment and enhances operational efficiency. Reporting and Dashboards: Fleet360 provides customizable dashboards and in-depth reporting tools. These enable fleet managers to analyze operational data, monitor performance trends, and make data-driven decisions to improve overall fleet efficiency. Fleet Telematics: RTA integrates with telematics systems to track vehicle location, performance, and usage in real-time. This data can be used to improve route planning, monitor driver behavior, and reduce fuel consumption. Fleet Success Scorecard: A unique feature that tracks key metrics such as resource efficiency, risk management, and stakeholder satisfaction, providing a holistic view of fleet performance and areas for improvement. Fleet Consulting Solutions: EV, ZEV, and Low-Emission Transition Studies: RTA's consulting team supports public sector fleets in transitioning to electric vehicles (EVs), zero-emission vehicles (ZEVs),	*

		and other low-emission options. These studies assess fleet needs, evaluate current infrastructure, and create actionable plans to meet sustainability goals. Fleet Right-Sizing Studies: Our consultants analyze fleets to determine the optimal size and composition, ensuring efficiency and reducing environmental impact. This helps in right-sizing a fleet for cost and performance optimization. Sustainability and Efficiency Projects: RTA focuses on increasing fleet efficiency through the use of real-time data, fleet performance assessments, and optimizing vehicle usage, helping reduce carbon footprints and fuel consumption. Operations Assessments: Comprehensive evaluations of your fleet operations are conducted to address current challenges and identify opportunities for improvement. This can lead to streamlined processes and increased productivity. Fleet Data Analysis: Our team analyzes an organization's fleet data to better understand performance metrics, helping identify areas for improvement and ensuring data-driven decision-making. Technology Analysis: We establish roadmaps for implementing advanced fleet technologies like telematics, artificial intelligence, and other innovations to enhance fleet performance. Renewal Planning: RTA develops long-term fleet renewal strategies, providing spending forecasts for each fiscal year to ensure that your fleet stays modern, efficient, and sustainable. Chargeback Rate Development: We help fleets calculate appropriate chargeback rates and develop department budgets that contribute to improved operational performance. Facility Needs Analysis: We assess maintenance facility size and layout to optimize space and functionality, based on the current and future fleet composition. Fleet Policy Development: RTA assists in documenting and formalizing comprehensive fleet policies and procedures, ensuring clear guidance for internal operations and compliance with best practices. RTA's fleet consulting solutions are designed to help organizations tackle their biggest challenges, from enhancing fleet efficiency and reducing emissions to planning for future growth and sustainability. By offering a combination of robust FMIS tools and expert consulting services, RTA Fleet360 enables fleets to operate more efficiently, reduce costs, and achieve long-term sustainability goals.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet Management Information Systems (RTA Fleet360) Fleet Technology related hardware solutions (Barcoding, rugged Mobile Devices, Tablets) Fleet Related Software Solutions (RTA Inspect – eDVIR) Motor Pool and Fleet Sharing Solutions (RTA Fleet360) Fleet Consulting Services Fleet Fuel Tracking Solutions Telematics, Fleet Monitoring, Asset Tracking, and Geofencing Solutions Integrated Video Solutions	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	(•) Yes ( ) No	Fleet360 FMIS SaaS	*
77	Fleet technology related hardware solutions	(•) Yes ( ) No	Yes	*
78	Related software solutions	(•) Yes ( ) No	Yes	*
79	Fleet telematics	(•) Yes ( ) No	Several partners	*
80	Fleet monitoring and asset tracking	(•) Yes ( ) No	Yes	*
81	Geofencing solutions	(•) Yes ( ) No	Yes	*
82	Motor pool and fleet sharing solutions services	(•) Yes ( ) No	Included in FMIS	*
83	Integrated video solutions	( ) Yes (•) No	Several partners	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	(•) Yes ( ) No	Included in FMIS	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
85		(•) Yes ( ) No

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 - RTA Sourcewell Pricing 2025 (1).xlsx - Tuesday October 29, 2024 09:05:37
- Financial Strength and Stability - RTA Financial Strength Documentation.pdf - Friday October 25, 2024 10:47:48
- Marketing Plan/Samples - RTA Marketing Samples (4).pdf - Tuesday October 29, 2024 09:05:51
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - RTA_SLA (3).pdf - Friday October 25, 2024 13:54:37
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (1).docx - Friday October 25, 2024 14:59:34
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Trevor Shackett, Proposal Specialist, Ron Turley Associates, Inc.

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 obligations contemplated in the solicitation proposal.

○ **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_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

CITY OF SANTA FE, NM

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Zander with City of Santa Fe, NM,

RTA: The Fleet Success Company is pleased to submit this quote for your review.

Since 1979, RTA has been the leading and most trusted partner for over thousands of public and private fleets across North America. Our Fleet Management Information Systems (FMIS) and consulting services, proudly serve government, transit, transportation, waste disposal, and school bus fleets with unmatched experience and expertise.

Since July 2017, RTA has collectively saved its customers over $230 Million, while saving each fleet an average of 96 workdays per year when using our solutions and services. It's one of the many ways we carry out our mission to help fleets succeed.

Using RTA Fleet360 to manage all asset types, inspections, work orders, preventive maintenance, parts, fuel, and motor pool will empower you to increase asset availability, keep costs under control, boost operational efficiency, and improve organization-wide communications.

Once you've reviewed the proposal, please reach out to me with any questions or feel free to sign if you're ready! We sincerely appreciate the opportunity to partner with City of Santa Fe, NM on your path to fleet success.

Helping Fleets Succeed,



Shauna Barker
sbarker@rtafleet.com
https://meetings.hubspot.com/sbarker

To schedule a follow-up meeting to discuss this quote or anything else, please see my calendar link: https://meetings.hubspot.com/sbarker

---

Proposed Fleet Management Solution

Quantity	Unit Cost	Products & Services	Total Price
2,875	$53.04 / year	RTA Platinum Tier SaaS - Assets (Unlimited Users) Track your organization's assets, and UNLIMITED user logins with our Platinum Tier FMIS software. RTA FMIS Includes: Vehicle Information | Preventive Maintenance (PM) Scheduling | Parts Inventory Tracking | Parts-Kit Functionality | Purchase Orders | Work	$152,490.00 / year

Quantity	Unit Cost	Products & Services	Total Price
		Orders | Repair Histories | Mechanic Productivity Tracking | RTA Mobile App | Customizable Dashboards | Over 40+ Reports. Platinum Tier Benefits: API Access | Motor Pool | Shop Scheduler | RTA Inspect | Annual Fleet Optimization Consultation | TEN (10) FREE Tickets to RTA Conferences annually. Always Included: RTA Technical Support | Updates & Enhancements | Simultaneous Backups | Webinar Access | Unlimited Virtual Training Classes | Embedded Guided Tours & Tutorials.	
1	$12,500.00 / year	RTA Annual Fleet Coaching Up to 50 Fleet Coaching Hours per year as well as one (1) annual 2-day onsite included for interview of fleet team and overview of operation with recommended operational improvements. Includes development of personalized "Fleet Success Roadmap" for your organization.	$12,500.00 / year
1	$34,950.00	Fleet Valet Premium Includes: White glove account setup White glove data import, conversion, and validation Additional dedicated virtual group training for your organization RTA Virtual Specialist for Go-Live Date Special assistance with PM Scheduling Diagnostic Fleet Assessment with RTA Consulting SSO Setup Three (3) days of onsite training Plus additional three (3) days of onsite training	$34,950.00

Annual subtotal	$164,990.00
One-time subtotal	$34,950.00
Total	**$199,940.00**

Comments

Locked-in rate: 5 years

Pricing Breakdown Per Year:

- **Year 1:** $199,940
- **Year 2:** $164,990
- **Year 3:** $164,990
- **Year 4:** $164,990
- **Year 5:** $164,990

Sourcewell ID #020221-RTA

Terms & Conditions

By proceeding with the acceptance & signing, the signer agrees to the proposed fleet management solution listed above, RTA Agreement Terms of Service on behalf of City of Santa Fe, NM. Please read these terms carefully prior to e-signing this service agreement.

Proposal Acceptance

Signature

Before you sign, you must verify your identity by clicking "Verify to sign" and then following the prompts in the verification email.

Zander Bolyanatz
albolyanatz@santafenm.gov

Verify to sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2025

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 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: Gordon Gaisford
Gaisford Insurance Agency 6832 N. 24TH DRIVE #3 Suite 3 PHOENIX AZ 85015	PHONE (A/C, No, Ext): (602)242-6188 FAX (A/C, No): (602)242-6115 E-MAIL ADDRESS: gaisins@hotmail.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
RON TURLEY ASSOCIATES, INC 17437 N 71ST DRIVE STE 110 GLENDALE AZ 85308	INSURER A : TRAVELERS INSURER B : TRAVELERS INSURANCE INSURER C : BEAZLEY INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2541101572 **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:			ZPP-16P86732	6/6/2024	6/6/2025	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BA-5Y001852-24-I5-G	6/6/2024	6/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			CUP-5Y003114	6/6/2024	6/6/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	PROFESSIONAL LIABILITY INCLUDING CYBER SECURITY			V10B55241501	6/3/2024	6/3/2025	PER CLAIM AGGREGATE	2,000,000 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
Attn: Kayla M. Conner
PO Box 909
Santa Fe, NM 87504-0909

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

Gordon Gaisford/GG

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Ron Turley Associates , LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

17437 n 71st Dr, STE 110

Requester's name and address (optional)

6 City, state, and ZIP code

Glendale, AZ 85308

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	6	-	0	6	2	1	6	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Yvon Burka | **Date** 4/9/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Services Offered to the City of Santa Fe (2024)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

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: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 28, 2025

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

Via: Eric Candelaria, ITT Department Director EC

From: Joshua Chandler, Contract Administrator

Subject: Amendment 1 to Professional Services Contract Item #24-0453

Vendor Name: TEKSystems Global Service LLC

Munis Vendor Number: 5810

ITEM AND ISSUE:

Request for Approval of Amendment #1 to Professional Servies Agreement Item#24-0453 To Increase the Compensation Amount by $1,478,447.10 and Extend the Current Term by Three Years, Effective Through July 12th, 2028. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250016.

BACKGROUND AND SUMMARY:

TekSystems Global Service LLC will provide comprehensive Service Category 6 Systems Administration Services, delivering detailed documentation that strategically differentiates between IT production and support functions, operational responsibilities, and critical communication channels for both IT and business personnel. The service encompasses robust support for AS400 daily production operations, including efficient management of password resets, user profile configurations, and technical troubleshooting for City Staff. Additionally, the engagement includes dedicated assistance to the City IT Department through weekly tape backup procedures, comprehensive billing processes, and generation of operational reports specific to AS400 systems. Throughout the Advanced Utilities Billing data migration process, TekSystems Global Service LLC will provide continuous and seamless support, ensuring uninterrupted service during and after the transition.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ERP/Fund 325

Munis Org Name/Number: ITT Enterprise Resource Planning/3253950

Munis Object Name/Number: Other Consulting/510340

Budget Officer / Designee: ALEXIS LOTERO (Jun 4, 2025 13:23 MDT) **Date:** 06/04/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The procurement method is the State of New Mexico General Services Department State Price Agreement (SPA) #30-00000-23-00080DE which expires on February 8, 2028.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 06/04/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria Eric Candelaria (May 28, 2025 10:42 MDT) **Title:** _____ **Date:** 05/28/2025

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:

Amendment 1 of Professional Services Contract Item #24-0453

Professional Services Contract Item#24-0453

Statewide Price Agreement Amendment 1 #30-00000-23-00080DE

Quotes

TEKSystems Inc COI

TEKSystems Inc W9

Item#_____
Munis Contract#3250016
Original Contract Item # 24-0453
SWPA#: 30-00000-23-00080DE

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT
ITEM #24-0453

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated July 12, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **TEKsystems Global Service, LLC** (the "Contractor").

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide project management services for IT-related projects for the City.

B. Pursuant to Article 14 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, paragraph A of the Contract is amended to increase the amount of compensation by a total of $1,478,447.10 including New Mexico gross receipts tax so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ninety-four dollars ($94.00) per hour for Business Analyst services and one hundred twenty-five dollars ($125.00) per hour for Project Manager services, where such compensation shall not exceed one million seven hundred thirty-seven thousand two hundred thirty-one dollars and sixty cents

($1,737,231.60), including gross receipts tax. The New Mexico gross receipt tax levied on the amounts payable under this Contract totaling one hundred forty-two thousand, two hundred thirty-five dollars and eighty-four cents ($142,235.84) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed one million seven hundred thirty-seven thousand two hundred thirty-one dollars and sixty cents ($1,737,231.60). 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 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.

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and replaced with the following:

This contract shall not become effective until approved by the city. This Contract shall terminate on July 12, 2028, in accordance with NMSA 1978, Sections 13-1-150 through 152, unless terminated pursuant to paragraph 5 (Termination) or paragraph 6 (Appropriations).

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. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 06/11/2025
_____
EMILY OSTER, FINANCE DIRECTOR

CONTRACTOR:
TEKsystems Global Service, LLC

Travonne Crayton
_____
Travonne Crayton, Senior Manager of Operations

DATE: 05/27/2025
NMBTIN: 02395509000

Item #: 24-0453
Munis Contract #: 3204772 3250016
SWPA/GSA/Coop/RFP/ITB#: 30-00000-23-00080DE

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 TEKsystems Global Service, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

TEKsystems will provide Service Category 6 Systems Administration Services.

- Service will create and provide documentation, delineating between IT production support, operational duties, and providing tracing to IT and business staff.
- Support will be provided as needed for AS400 daily production issues that include password resets, new profile setup, troubleshooting City Staff issues.
- Assist City IT Dept Staff with weekly tape back-up, billing and reports associated with AS400 operations.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Service Category 6 Systems Administration Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the one hundred fifteen dollars ($115.00) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed two hundred fifty eight thousand seven hundred eighty four dollars and fifty cents ($258,784.50), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling nineteen thousand five hundred eighty-four dollars and fifty cents ($19,584.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed AMOUNT ($258,784.50). 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. 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.)

D. 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 thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. 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.

F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **12 months from date of final signature** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement 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 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 6 and 14, 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 6, "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.*

6. Appropriations

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

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing 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.

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 13 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 13 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 13 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 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 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 5 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

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 Contract is issued against the state or agency Master Agreement, established and maintained by the (State of New Mexico General Services Department), #30-00000-23-00080DE State of New Mexico Statewide Price Agreement, and through this language hereby incorporates this agreement 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. Professional Liability Insurance

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

22. 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. **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.

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:

City of Santa Fe
1600 St. Michaels Dr. Build #24
Mouton Hall
Santa Fe, NM 87501

To the Contractor:

TEKsystem
2155 Louisiana NE Suite 4100
Albuquerque, NM 87110

29. Authority

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

30. Non-Collusion

In signing this 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's Chief Procurement Officer.

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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 12, 2024 16:09 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 12, 2024

CONTRACTOR:

Sophia Tieu

SOPHIA TIEU

TITLE: SENIOR MANAGER OF OPERATIONS SUPPORT – CONTRACTS TEAM

DATE: Jun 7, 2024

CRS#: 02395509000

Registration #: _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 07/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Jun 7, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

~~ITT Infrastructure Svcs 6203650.510310~~

ITT Enterprise Resource Planning 3253950.510340

AJH

Docusign Envelope ID: E88BBA68-24F6-471C-B682-A26280C18C49

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000019969
TEKsystems, Inc.
P.O. Box 198568
Atlanta GA 30384-8568

Contact: Sam Dickey, Eli Renner
Email: sdickey@TEKsystems.com
erenner@teksystems.com
Telephone No.: (505) 872-6317 M: (505) 453-7195
(888)519-0076

Contract Number: 30-00000-23-00080DE

Amendment No.: One

Term: February 9, 2024 – February 8, 2028

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

For questions regarding this contract please contact:
Lucy Vigil-Rendon (505) 629-2297

Procurement Specialist: Yuliastuti Wulandari YW

Telephone No.: (505) 469-2248

Email: Yuliastuti.Wulandari@gsd.nm.gov

Title: Information Technology Professional Services

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

This amendment is issued to reflect the following effective immediately:

Revise Article 33 – Additional Provisions

See Amendment No. 1 for details.

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

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State of New Mexico

General Services Department, State Purchasing Division
Information Technology Agreement

General Services Contract Amendment
Statewide Price Agreement No.: 30-00000-23-00080DE
Amendment No.: One

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **TEKsystems Global Service LLC,** hereinafter referred to as the "Contractor".

The purpose of this Amendment is to revise Article 33 – Additional Provisions in its entirety.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Article 33 – Additional Provisions

a. Reporting:

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

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

Contractor agrees to utilize the New Mexico Quarterly Sales report provided by State Purchasing Division. The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Detailed instructions can be found on page one of the excel Quarterly Sales Report.

Reports must be submitted via email to:
GSD.QuarterlyUsageR@gsd.nm.gov

New Mexico State Purchasing Division Quarterly Sales Report- template can be located at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

A list of New Mexico State Agencies can be located at:
https://www.nm.gov/departments-and-agencies/

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b. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the New Mexico State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico State Agencies and local public bodies. The Contractor shall indicate the contract number **30-00000-23-00080DE** on the quarterly sales report and remit payment, no later than thirty days following the end of each quarter. State Purchasing Division only accepts check payments.

Payments must be submitted via U.S. mail to:

New Mexico State Purchasing Division
Attention: Compliance
P.O. Box 6850, Santa Fe, New Mexico 87502

All other Articles and Deliverables of the original contract remain the same.

Docusign Envelope ID: E88BBA68-24F6-471C-B682-A26280C18C49

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

By: Eli Renner Date: 8/29/2024
Eli Renner
TEKsystems Global Service LLC

Approved for legal sufficiency:

By: Jason Clack Date: 8/29/2024
Jason Clack, General Counsel
Department of Information Technology

Approved for financial sufficiency:

By: Eve Banner Date: 8/29/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

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

BTIN: **02-395509-000**

By: Ann Marie Lucero Date: 8/29/2024
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

Docusign Envelope ID: E88BBA68-24F6-471C-B682-A26280C18C49

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: Date: 9/3/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: Dorothy Mendonca Date: 9/3/2024

State Purchasing Agent
State Purchasing Division

DocuSign

Certificate Of Completion

Envelope Id: E88BBA6824F6471CB682A26280C18C49 Status: Completed

Subject: 30-00000-23-00080DE A001 Information Technology Professional Services - TEKsystems, Inc

Source Envelope:

Document Pages: 5 Signatures: 6 Envelope Originator:

Certificate Pages: 6 Initials: 3 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: 164.64.62.10

Record Tracking

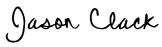
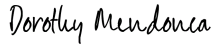
Status: Original Holder: Yuliastuti Wulandari Location: DocuSign

8/12/2024 5:44:25 PM Yuliastuti.Wulandari@gsd.nm.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: General Services Department Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/12/2024 5:48:12 PM Viewed: 8/13/2024 7:41:31 AM Signed: 8/13/2024 7:41:36 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Eli Renner erenner@TEKsystems.com Regional Controller Security Level: Email, Account Authentication (None)	Eli Renner Signature Adoption: Pre-selected Style Using IP Address: 216.152.105.24	Sent: 8/13/2024 7:41:38 AM Resent: 8/19/2024 2:18:34 PM Resent: 8/26/2024 8:44:47 AM Viewed: 8/26/2024 9:27:49 AM Signed: 8/29/2024 12:05:49 PM
Electronic Record and Signature Disclosure: Accepted: 8/13/2024 8:18:19 AM ID: 301f8e86-02e0-462f-890c-ae0f28514198		
Ann Marie Lucero annmarie.lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Signing Group: 33300 - CRS Verification Security Level: Email, Account Authentication (None), Login with SSO	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 8/29/2024 12:05:51 PM Viewed: 8/29/2024 12:06:44 PM Signed: 8/29/2024 12:09:48 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910		
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None)	Eve Banner Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.237	Sent: 8/29/2024 12:09:49 PM Viewed: 8/29/2024 1:19:59 PM Signed: 8/29/2024 1:20:27 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
EPMO epmo@doit.nm.gov State of New Mexico, Dept of Information Technology Signing Group: 36100 - EPMO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/19/2023 3:10:28 PM ID: e00b03a4-ad65-4ad1-8658-6bae1fc1746e	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.40.4	Sent: 8/29/2024 1:20:29 PM Viewed: 8/29/2024 1:23:59 PM Signed: 8/29/2024 1:24:02 PM
Jason Clack Jason.Clack@doit.nm.gov General Counsel DoIT Signing Group: 36100 - General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2024 10:42:31 AM ID: b05cd15d-ec9e-4243-938f-416518acd8d6	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.135	Sent: 8/29/2024 1:24:04 PM Viewed: 8/29/2024 1:36:14 PM Signed: 8/29/2024 1:36:58 PM
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79	 Signature Adoption: Drawn on Device Using IP Address: 164.64.127.3	Sent: 8/29/2024 1:37:00 PM Viewed: 9/3/2024 8:39:11 AM Signed: 9/3/2024 8:39:20 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/3/2024 8:39:22 AM Viewed: 9/3/2024 11:20:19 AM Signed: 9/3/2024 11:20:23 AM
Yuliastuti Wulandari yuliastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/3/2024 11:20:24 AM Viewed: 9/4/2024 9:23:42 AM Signed: 9/4/2024 9:23:47 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	8/12/2024 5:48:12 PM
Certified Delivered	Security Checked	9/4/2024 9:23:42 AM
Signing Complete	Security Checked	9/4/2024 9:23:47 AM
Completed	Security Checked	9/4/2024 9:23:47 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.

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State of New Mexico
General Services Department

Statewide Contract Cover Page

Awarded Vendor:
000019969
TEKsystems, Inc.
P.O. Box 198568
Atlanta GA 30384-8568

Contact: Sam Dickey, Eli Renner
Email: sdickey@TEKsystems.com
erenner@teksystems.com
Telephone No.: (505) 872-6317 M: (505) 453-7195
(888)519-0076

Contract Number**:** **30-00000-23-00080DE**

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 at Time of Order

For questions regarding this contract please contact:
Shawn Elkins- (505) 629-2297

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No**.:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title**:** **Information Technology Professional Services**

Term**:** February 9, 2024 thru February 8, 2028

Awarded Categories:
TEKsystems Inc.

1	**Application Support and Development Services**
2	**IT Project Management, Planning, & Analysis Services**
3	**Database Management Services and Business Intelligence**
5	**End User Support Services**
6	**Systems Administration Services**
7	**Network Services**
8	**IT Security Services**
13	**IT Business and Process Consulting Services**

This attached Contract is made subject to the "terms and conditions" as indicated.

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STATE OF NEW MEXICO

General Services Department, State Purchasing Division
Information Technology Agreement

STATEWIDE PRICE AGREEMENT NO. 30-00000-23-00080DE

This Information Technology Professional Services Statewide Price Agreement ("SWPA") is made by and between the State of New Mexico, **General Services Department, State Purchasing Division,** and **TEKsystems Global Service LLC,** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq;* and Procurement Code Regulations, NMAC 1.4.1 *et.seq;* Contractor has held itself out as expert in providing the Information Technology Professional Services ("ITPS") identified in the Scope of Work contained herein, and the General Services Department has selected the Contractor as an offeror advantageous to the State of New Mexico for providing such services; and

WHEREAS, all terms and conditions of the **30-00000-23-00080DE** IT Professional Services Request for Proposals and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Entity.
B. "Application Deployment Package" means the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
C. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" means a request to modify an express provision of a Professional Services Agreement entered pursuant to this SWPA, including a request to amend any such Agreement.
E. "Chief Information Officer (CIO)" means the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico, or the CIO of a Procuring Entity, or the Designated Representative of a CIO.
F. "Confidential Information" means any information that is not subject to inspection under the Inspection of Public Records Act.
G. "Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

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H. "Contractor" means any entity that has a contract with a Procuring Entity.

I. "Contractor Intellectual Property" means any and all proprietary information owned by, licensed to or created by a Contractor, other than Procuring Entity Intellectual Property.

J. "Contract Manager" means a Qualified person from the Procuring Entity responsible for all aspects of the financial administration of a Professional Services Agreement. The same person may serve as the Contract Manager and the Executive Level Representative.

K. "Default" or "Breach" means a failure to perform an obligation owed under this this SWPA, or under a Professional Services Agreement entered pursuant to this SWPA, or preventing another Party's performance of its obligations under either agreement.

L. "Deliverable" means any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work in a Professional Services Agreement.

M. "Designated Representative" means a substitute(s) for a title or role, when the primary is not available.

N. "Desirable" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

O. "Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

P. "DoIT" means the Department of Information Technology.

Q. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to a device, code, software, application or program, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

R. "Escrow" means holding any property or instructions by a third-party agent, pursuant to the terms and conditions of an escrow agreement that specifies contingencies that trigger actions by the escrow agent.

S. "Executive Level Representative or ELR" means the individual empowered with the authority to represent and make decisions on behalf of the Procuring Entity's executive or his/her Designated Representative. An ELR and a Contract Manager may be the same person.

T. "GRT" means New Mexico gross receipts tax.

U. "Hosting" means providing data storage, transfer and retrieval processes, and also includes all services relating to ongoing operation and maintenance of a data storage, transfer and retrieval system. Hosting also refers to Software as a Service (SaaS) and similar solutions. "Hosting" does not mean professional services relating to the design or implementation of a "Hosting" solution.

V. "Independent Verification and Validation (IV&V)" means the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Entity.

W. "IT" means Information Technology.

X. "Know How" means all tangible and intangible property or information including, but not limited to, all equipment, devices, documents, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the

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enablement of any Procuring Entity Intellectual Property or Deliverable under a Professional Services Agreement.

Y. "Payment Invoice" means a Contractor's request for payment of Services issued in compliance with Article 3 of this Agreement.

Z. "Price Agreement (SWPA)" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a Professional Services Agreement, if the ordered services are within the scope of work and quantity limitations of the Price Agreement.

AA. "Procuring Entity" means any eligible user who enters into a Professional Services Agreement to procure services offered under this SWPA.

BB. "Procuring Entity Intellectual Property**"** means any-and-all proprietary information, confidential information, or Know How owned by, licensed to, or created for a Procuring Entity.

CC. "Professional Services Agreement (PSA)" means contracts used to procure specific professional services or deliverables off of a SWPA, as provided in Article 2(B).

DD. "Project" means a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

EE. "Project Manager" means a Qualified person designated or accepted by the Procuring Entity to be responsible for overseeing and coordinating a Project from initiation to close.

FF. "Qualified" means demonstrated experience performing specified Professional Services.

GG. "Quality Assurance" means a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

HH. "Services" means the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

II. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific ITPS.

JJ. "State Purchasing Agent (SPA)" means the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

KK. "State Purchasing Division (SPD)" means the State Purchasing Division of the General Services Department for the State of New Mexico.

LL. "Software" means all operating system and application software used by the Contractor to provide the Services under this Agreement.

MM. "Operation and Maintenance" means the set of activities which ensure consistent implementation of the originally Accepted (baseline) product set, or that result in corrections, insertions, deletions, extensions, and Enhancements to the baseline system to ensure promised functionality.

NN. "Source Code" means the human-readable programming instructions organized into sets of files which represent the business logic for an application.

OO. "Turnover Plan" means the written plan developed by the Contractor and approved by the Procuring entity in the event that the work described in this Agreement transfers to another vendor or the Procuring Entity.

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PP. "Unit Rate" means a pricing mechanism linked to a period of time (e.g., hourly, daily, weekly), to a quantity (e.g., per item, per-person, per-device, per location), to an event (e.g., per-call, per-visit, per-scan) or to some combination of these.

Additional Definitions Specific to IT Professional Services:

1. "Experience Level" means the number of years of experience for the subject IT Professional Service Category, and includes the following levels:
   a. Junior level is (between) 1 - 4 years;
   b. Mid-level is (more than) 4 years and (less than) 7 years; or
   c. Senior level is (more than) 7 years.
2. "Funding Commitment Achieved" means the Federal E-Rate funding achieved for the customer.
3. "IT Professional Services (ITPS)" mean the IT Professional Service Categories defined in Article 26, excluding:
   a. Any form of tangible personal property,
   b. Equipment,
   c. Hardware,
   d. Software, Licensed software,
   e. Website software tools, hosting or internet access,
   f. Transport of voice or data communications outside the requirement of the service categories. For example, website application development and maintenance and support are included. However, Website software tools, hosting or Internet access are out of scope,
   g. Subscription services other than Information Technology Research and Advisory Services. Subscription services for all other Categories are excluded.
4. "IT Professional Services Categories" means IT Professional Services for which Contractor has been awarded a SWPA, and specifically identified in Exhibit A to this Agreement. The IT Professional Services defined for all categories are provided in Article 26 of this Agreement.
5. "Key Staff" means the Qualified Personnel proposed as the client engagement manager/key point of contact and proposed technical lead(s) for each IT Professional Service Category.
6. "Local Area Network (LAN)" means a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings.
7. "Maximum Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel. This rate does not include state gross receipts tax or local taxes.
8. "Public School Capital Outlay Council (PSCOC)" means the body with responsibility to approve allocations for public school capital outlay assistance.
9. "Public School Facilities Authority (PSFA)" means the agency under the PSCOC charged with responsibility for overseeing projects and shall serve as the owner's representative for work performed under this RFP.
10. "Qualified Personnel" means employees or subcontractors employed by the Contractor who,

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by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience, has successfully demonstrated ability to identify and solve or resolve problems relating to the subject matter, the work, or the project and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

11. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific IT professional services.
12. "Subscription Services" means a business model that a customer pays a recurring price to use or access and shall apply only to IT Professional Service Category 11, "Information Technology Research and Advisory Services and as defined in IT Professional Services in item (3.g) above." Subscription services for all other service categories are excluded.

ARTICLE 2 – SCOPE OF WORK

A. SWPA Scope of Work. The scope of work is to establish multiple statewide price agreements of qualified vendors based on standards across all IT Professional Services, from which state agencies and other eligible purchasers can select from various qualified IT Professional Services Contractors. The various IT Professional Services are limited to those defined in Article 26 of this Agreement. Contractors are to assume that all on-site work will be performed at a Procuring Entity office in New Mexico unless otherwise approved by the Procuring Entity contracting for services. The items NOT included in the scope of this Agreement are defined in Article 1(3).

B. PSA Scope of Work. Contractor shall provide those Professional Services that are required to accomplish the Scope of Work established in Exhibit 1 to a PSA. Links to the PSA are provided below:

1. Professional Services Agreement (PSA) for Non-Staff Augmentation
2. Professional Services Agreement (PSA) for Staff Augmentation

C. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Entity the Performance Measures set forth in this SWPA and in a PSA.

D. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit 1 to a PSA.

E. Subscription Service. If a PSA procures a subscription service, Contractor hereby grants Procuring Entity a non-exclusive, irrevocable license to use, the service, and any and all updates, corrections, and revisions to the service, for the term specified in the PSA.

F. Procuring Entity IP Rights.

1. Rights to Software. The Procuring Entity will own all rights, title, and interest in

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and to the Procuring Entity's Intellectual Property, Know-How, and the Deliverables, provided by the Contractor. The Contractor will take all actions necessary and transfer ownership of the Deliverables, Procuring Entity Intellectual Property and Know How to the Procuring Entity, without limitation, on Final Acceptance or as otherwise provided in a PSA.

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of Procuring Entity Intellectual Property.

3. Rights to Data. Any and all Procuring Entity data stored on the Contractor's servers or within the Contractor's custody is the sole property of the Procuring Entity. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Entity's data in any manner, or provide it to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall protect Procuring Entity data as required by law or a PSA, and in no case with less rigor than Contractor uses to protect its own confidential data.

ARTICLE 3 – COMPENSATION

A. Basis of Compensation. Procuring Entity will pay Contractor pursuant to Paragraph B of this section, subject to the maximum price set for each Deliverable stated in the PSA, less retainage, if any, identified in that agreement.

The applicable unit prices for professional services by category are set forth in Exhibit A to this SWPA.

Upon request of the Procuring Entity, Contractor shall provide satisfactory evidence of applicable unit pricing.

B. Maximum Compensation. Total maximum compensation for a procurement off of this SWPA shall be specified in the PSA, and shall be inclusive of estimated GRT, as applicable. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. In no event will Procuring Entity pay Contractor for any amount that exceeds the maximum total amount without the PSA being amended in writing.

C. Invoicing. Procuring Entity shall pay Contractor upon Procuring Entity's Acceptance of Contractor's detailed and certified Payment Invoice(s). Each Payment Invoice shall identify the Deliverable and, as applicable, unit pricing. Unit pricing shall specify the unit price category, associated price, the number of units delivered per price category, the total invoiced amount for the number of units delivered per price category, the tax locations where services were performed and received, the applicable GRT rate and the GRT amount. Unless otherwise specified in a PSA, Contractor shall submit invoices monthly, and upon the acceptance of each Deliverable.

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Contractor shall create and maintain contemporaneous time and expenditure records that indicate the date, time, nature, personnel and unit rate of services rendered pursuant to a PSA, and provide those records to the Procuring Entity upon request.

The invoiced amount for a deliverable shall be the lesser of the itemized billings for the actual units delivered based on the unit rate pricing specified in a PSA, or the maximum total amount specified for a deliverable, less any retainage. Procuring Entity will not pay more than the maximum total amount if billed units exceed the maximum total amount.

D. Taxes. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

E. Retainage. A PSA may include a Retainage provision that authorizes the Procuring Entity to retain a percentage of the amount due under each Contractor invoice pending interim or final acceptance of a Deliverables or Deliverables. A Procuring Entity shall release all retained amounts to Contractor as specified in a PSA.

F. Rate Changes.

1. Maximum Unit Rates shall not increase for the four-year term of this Agreement. Contractor may request annual rate increases, that shall not exceed the increase in the Consumer Price Index since the last rate setting. At any time during the term of this Agreement, Maximum Unit Rate reductions are encouraged and shall be submitted to DoIT and SPD for review and approval resulting in a written amendment to the SWPA. Authorized price increases under this Agreement shall only be applied prospectively, and shall not apply to an existing PSA.

2. A Procuring Entity is encouraged to negotiate pricing, not to exceed the maximum price for services awarded, with any Contractor on a SWPA.

3. This Agreement may not be extended if the Contractor does not adhere to all terms and conditions of this Agreement, including administrative reporting and fee submission.

4. The Contractor, its employee(s) and subcontractor(s), if any, shall be independent contractors and not employees of the State of New Mexico.

5. Contracts issued under this Agreement, shall be performed under the direction of a Procuring Entity and services will be performed only as specified in an executed PSA.

ARTICLE 4 – ACCEPTANCE

A. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No final payment

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or release of retainage shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit 1 to the PSA.
2. Complies with the terms and conditions of the SWPA and PSA.
3. Meets the performance measures for the Deliverable(s) specified in the PSA and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the deliverable(s); and
5. Complies with all the requirements of this SWPA and the PSA.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

B. Rejection. Unless the Executive Level Representative gives notice of rejection within the twenty (20) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement.

The Procuring Entity may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Entity may terminate this Agreement.

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ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE STATE PURCHASING AGENT.

The initial term of the Agreement shall be for four (4) years, effective upon signature of the last of all required signatories. The contract term, including extensions and renewals, shall not exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. A Procuring Entity may terminate a PSA for convenience or cause. The Contractor may only terminate a PSA based upon an uncured, material breach of the PSA by the Procuring Entity.

B. Appropriations. A Procuring Entity may terminate a PSA, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of a PSA. The Procuring Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Entity terminates this Agreement pursuant to this subsection, the Procuring Entity shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Entity Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the Procuring Entity shall give Contractor written notice of termination of a PSA at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Entity written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall identify:

(i) all the Procuring Entity's material breaches of this SWPA or the PSA upon which the termination is based; and

(ii) state what the Procuring Entity must do to cure such material breaches. Contractor's notice of termination shall only be effective:

a. if the Procuring Entity does not cure all material breaches within the thirty (30) day notice period; or

b. in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Entity 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, a Procuring Entity may immediately terminate a PSA upon written notice to the Contractor if:

(i) the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Entity;

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(ii) during the term of the PSA , the Contractor is suspended or debarred by the State Purchasing Agent; or

(iii) the PSA is terminated pursuant to Paragraph B of this Article.

D. Liability. Except as otherwise expressly allowed or provided under this SWPA or the PSA, the Procuring Entity's sole liability upon termination shall be to pay for acceptable work performed prior to the termination date; provided, however, that a termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this SWPA or PSA. The Contractor shall submit an invoice for such work within thirty (30) days of the termination date of a PSA. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT OR A PSA.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event a PSA is terminated for any reason, or upon expiration of the PSA, and in addition to all other rights set forth in this Agreement and the PSA, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Entity property in which the Procuring Entity has a financial interest and any and all data, Know How, Intellectual Property, inventions, data or property of the Procuring Entity;
2. Incur no further financial obligations for materials, Services, or facilities under the PSA without prior written approval of the Procuring Entity;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Entity may direct, for orderly completion and transition;
4. Take such action as the Procuring Entity may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Entity is not liable for any costs arising out of termination and that the Procuring Entity is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Entity's programs;
7. In the event that this Agreement or a PSA is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Entity's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Entity the full amount of the reduction;
8. Should this SWPA or a PSA terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Entity for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this SWPA or a PSA is terminated for any reason, or upon the expiration of either, the Contractor shall develop and submit to the Procuring Entity for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures

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that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Entity and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Entity or created by the Contractor under this Agreement, to the Procuring Entity, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Entity, the Contractor shall provide to the Procuring Entity a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Entity or created by the Contractor.

B. Procuring Entity. In the event this SWPA or a PSA is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this SWPA or a PSA, the Procuring Entity shall:

1. Retain ownership of all work products and documentation created by Contractor pursuant to a PSA; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Entity, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source that arises out of Contractor's performance of, or failure to perform, this Agreement or a PSA. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by electronic mail, with a receipt confirmation, the legal counsel of the Procuring Entity, the Risk Management Division of the New Mexico General Services Department, and DoIT.

B. The indemnification obligation under this Agreement or a PSA shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits asserted against or payable by an indemnified party. Money due or to become due to the Contractor under this Agreement or a PSA may be retained by the Procuring Entity, as necessary, to satisfy any indemnity obligation owed by Contractor pursuant to this Agreement.

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ARTICLE 9 –– INTELLECTUAL PROPERTY

A. Ownership. Unless otherwise specified in a PSA, Procuring Entity shall be considered the creator and owner of all Procuring Entity Intellectual Property arising from the performance of a PSA by Contractor. Procuring Entity shall own the entire right, title and interest to all such Intellectual Property worldwide, and, other than in the performance of this Agreement or a PSA, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Procuring Entity Intellectual Property to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall notify the Procuring Entity, within fifteen (15) Business Days, of the creation of any Procuring Entity Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Procuring Entity Intellectual Property vests in the Procuring Entity and shall take no affirmative actions that might have the effect of vesting all or part of the Procuring Entity Intellectual Property in any entity other than the Procuring Entity. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Entity, Contractor hereby acknowledges and agrees to grant to the Procuring Entity and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless Procuring Entity, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under a PSA infringes any Intellectual Property right of a third party, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Entity based upon Contractor's Intellectual Property infringement relating to any product or Services provided under a PSA, the Contractor agrees to reimburse the Procuring Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Entity shall:

1. Give the Contractor written notice of any infringement claim as soon as practicable;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Entity Rights. 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 sole expense:

1. Provide the Procuring Entity the right to continue using the product or service and fully indemnify the Procuring Entity against all claims that may arise out of the Procuring Entity'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

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of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Entity to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

The Contractor expressly warrants that the Deliverable(s) specified in a PSA will comply with the terms of the PSA, with Contractor's official published specifications for the Deliverables and with all generally accepted industry standards applicable to the Deliverables. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. This warranty extends two (2) years after final acceptance, unless a different (longer/shorter) duration is specified in a PSA.

ARTICLE 12 – CONTRACTOR PERSONNEL: *(*Key Staff and Qualified Personnel)

A. Contractor Personnel. Contractor's Qualified Personnel are listed by level of experience on **Exhibit A**, attached hereto. Contractor's Key Staff are those individuals considered by the Procuring Entity to be mandatory to the work to be performed under a PSA and identified in such. Contractor's Qualified Personnel and Key Staff identified in a PSA shall not be diverted from performing services under that agreement without the prior written approval of the Procuring Entity.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Entity.

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

D. Non-Competition**.** Unless otherwise specified in a PSA, Contractor's employment agreement or contract with a person or subcontractor who performs services for a Procuring Entity under a PSA may not include a covenant not to compete or other term that would prevent, penalize

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or impede such person from pursuing or obtaining employment with, or directly contracting to provide services for, Procuring Entity, any other New Mexico public employer, or any other contractor of Procuring Entity. Contractor shall not enforce any such provision of a pre-existing employment agreement or contract. Procuring Entity shall not offer to directly employ any Personnel who have been identified in a PSA in effect fewer than six (6) months.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents are independent contractors performing professional Services for the Procuring Entity and are not employees of the State of New Mexico. The Contractor and its agents 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 or a PSA. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement or a PSA; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement or a PSA, the Contractor shall immediately disclose such fact to the Procuring Entity.

ARTICLE 14 – CHANGE MANAGEMENT

A. Changes. No provision of a PSA, including the Scope of Work, shall be changed without written approval of the Executive Level Representative. A change that affects any of the following shall only be made through an Amendment:

1. Deliverable requirements;
2. Any Deliverable that extends the termination date specified in a PSA;
3. Compensation of any Deliverable that exceeds the maximum amount specified for that Deliverable;
4. Maximum compensation;
5. Mutually agreed termination; or
6. Addition or deletion of Professional Service categories or levels.

Any other change may be made, at the discretion of the Executive Level Representative, through a written change order.

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B. Change Request Process. In the event Contractor requests a change, 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 Executive Level Representative to include:
   a. the name of the person requesting the change;
   b. a summary of the requested change;
   c. the start date for any change;
   d. the reason and necessity for the change;
   e. the elements to be altered; and
   f. the impact of the change.
2. The Executive Level Representative 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. The Executive Level Representative shall prepare and process an amendment for any change subject to Paragraph A(1)-(6) of this Article. All decisions made by the Executive Level Representative are final. A change, or amendment, as applicable, becomes a part of the PSA and is binding.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If IV&V Professional Services are used or required to be used for the Project associated with a PSA, the Contractor shall cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings;
3. Supplying the IV&V vendor with any other material as directed by the Project Manager; and
4. Any other cooperation specified in a PSA or reasonably necessary to facilitate IV&V oversight objectives.

ARTICLE 16 – CONTRACT DEFAULT/BREACH/REMEDIES

In case of Default and/or Breach by the Contractor, the Procuring Entity and the State of New Mexico may procure Deliverables owed, but not provided, by Contractor from another source and hold the Contractor responsible for any resulting excess costs. Contractor shall also be liable for other direct damages.

Contractor shall not be liable for indirect, consequential or special damages resulting from a default or breach unless (1) the Procuring Entity's right to recover, and the nature of, any such damages are expressly identified in a PSA, or (2) Contractor is entitled to be indemnified against a claim for any such damages under an insurance agreement.

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ARTICLE 17 – INSURANCE REQUIREMENTS

A. Commercial Liability Insurance. Contractor and its subcontractors shall maintain occurrence-based general liability coverage with minimum limits of $1 million per occurrence and $2 million aggregate per year. If a PSA requires Contractor to deliver, deploy or design Intellectual Property, Contractor's general liability insurance shall include personal and advertising injury coverage applicable to the associated risks. Procuring Entity and the State of New Mexico shall be identified as additional named insureds under all coverage obtained to comply with this Paragraph 17(A).

B. Professional Liability Insurance. Contractor and its subcontractors shall maintain professional liability (errors & omissions) coverage applicable to the Professional Services provided under a PSA. This coverage shall have minimum limits of $2,000,000 per claim/aggregate. If this insurance is written on a "claims made" basis, then the policy shall provide "tail coverage" for claims asserted within three (3) years after termination of the PSA.

C. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. Certificates showing required coverages shall be delivered to the Procuring Entity prior to beginning any activity provided for under a PSA. All certificates of insurance shall require the insurer, its broker or agent to provide DoIT with thirty (30) days advance notice of any termination or non-renewal of coverage identified in a certificate. DoIT and the SPD may request complete copies of Contractor's insurance agreements, including endorsements, at any time.

ARTICLE 18 – EXTRA-CONTRACTUAL (TORT) LIABILITY

Contractor shall be liable for damages resulting from injury to persons and/or property if and to the extent the injury was caused by or due to the breach of any extra-contractual (tort) duty owed by Contractor or any of its agents, and relating in any way to a PSA, or to the Deliverables under any such agreement. Contractor's extra-contractual liability extends to Procuring Entity, third parties and/or employees of the Procuring Entity and to the State of New Mexico, and encompasses any remedy that may exist under law or equity.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or of a PSA, including a claim for money due or to become due, without the prior written approval of this approval authorities for the relevant agreement.

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ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of this Agreement's approval authorities, and shall not subcontract any portion of a PSA without the written approval of the Procuring Entity.

Subcontracting shall not relieve the Contractor from any of its obligations and liabilities under this Agreement, or under any PSA. Nor shall any subcontracting obligate Procuring Entity to make any payment to a subcontractor.

B. Responsibility for Confidentiality. The Contractor must not disclose Confidential Information to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement or a PSA.

C. Documentation**.** Upon the request of a Procuring Entity, Contractor shall provide copies of all approved subcontracts. Contractor shall also provide Procuring Entity with any document or information requested to evaluate a proposed subcontract or the performance of any subcontractor.

D. Performance**.** This Agreement may be terminated at the discretion of DoIT or SPD if Contractor engages in excessive subcontracting, experiences defaults relating to subcontracted work, or engages in other abusive subcontracting practices under a PSA.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement or a PSA releases the Procuring Entity, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under a PSA.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Entity or, developed by the Contractor based on information provided by the Procuring Entity in the performance of a PSA shall be kept confidential and shall not be made available to any individual or organization outside the Contractor by the Contractor without the prior written approval of the Procuring Entity. Contractor shall protect Confidential Information as required by law or as specified in a PSA. In no event shall a Contractor protect Procuring Entity Confidential Information with less rigor than Contractor protects its own confidential data. Contractor shall not make available or provide Confidential Information to any third party absent Procuring Entity’s prior written approval.

Upon termination of a PSA, Contractor will deliver all Confidential Information in its possession to Procuring Entity within thirty (30) Business Days of the termination, Contractor acknowledges

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that Contractor's failure: (a) to deliver such Confidential Information to Procuring Entity, or (b) to protect and keep Confidential Information secret may result in Procuring Entity's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under this Agreement or under a PSA. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 – CLOSEOUT, RECORDS AND AUDIT

A. All records and activities of Contractor shall be subject to financial and performance audits in the discretion of SPD, DoIT, the Procuring Entity, the Department of Finance and Administration (DFA) and the State Auditor's Office as required by applicable oversight rules, authorities or a PSA. Contractor shall fully cooperate with all lawful audit requests and processes, and shall produce any records, including Contractor's internal records, as required to facilitate auditing. Confidentiality shall not be a basis for withholding any record, but Contractor may request confidential treatment of its internal records as authorized by law.

B. Contractor shall maintain its internal records relating to this Agreement, or to a PSA, for three years after the relevant agreement terminates.

C. Contractor shall cooperate with the Procuring Entity in providing public records held by Contractor that are responsive to a lawful public records request.

D. Within ninety (90) days of termination of this Agreement, or a PSA, as applicable, Contractor shall transfer to the State contracting party, all data and records received from or created for that party by Contractor, and shall confirm that Contractor has destroyed, pursuant to mutually agreed criteria specified in a PSA or applicable law, any duplicate copies of all such data and records under Contractor's control. These requirements do not supersede any more specific requirements established by law, this Agreement or of a PSA.

E. Contractor shall comply with any additional project closeout requirements specified by DoIT or a Procuring Entity and incorporated into a PSA.

ARTICLE 25 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected

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to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement or any PSA, Contractor agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

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

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

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 26 – IT PROFESSIONAL SERVICES CATEGORIES

1. Application Development Services

The purpose of this category is to provide complete development and support of the varied and numerous applications that are created, maintained, and owned by the State.

Brief Description of Services: Services may include computer programming, on premise; documenting; testing; writing and maintaining the source code, regardless of infrastructure; all processes between the conception and final manifestation of the software in a planned and structured manner; and/or bug fixing involved in creating and maintaining applications and frameworks using a standard software development life cycle. Development may include research, new development, prototyping, modification, re-use, re-engineering, maintenance, or any other activities that result in software products. Services may include the necessary knowledge of commercial off-the shelf software (COTS) platforms, web/mobile application design, content development, client-side/server-side scripting, or web server, development. Design, develop, and implement information systems that include designing or building a customized architecture and/or application, integrating it with new or existing hardware, custom software, and/or communications infrastructure.

Expected typical skills in, knowledge about, and experience with may include:

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1) A mainframe environment - COBOL, PL/I, JCL, CICS, DB2, C/C++, IBM OS 390, and IBM AS400;
2) N-tier platform programming services - .NET, C# or Java and related technologies including VB.NET, XML, VBScript, JavaScript, HTML, Eclipse, ASP, .NET framework, web services/WCF, and mobile application development;
3) Client/Server (including three tiered architectural environments). – Java, J2EE C/C++, Cold Fusion/Adobe Suite of products, PowerBuilder, Micro Focus Cobol, Visual Basic, Perl, C# and .NET, CSS, and Oracle DBMS;
4) Structured Query Languages/Stored Procedures, indexes, triggers, and functions
5) The various stages of SDLC such as design, development testing, and deployment of applications;
6) Software testing to include planning, constructing, and executing automated tests, product tests, system tests, unit tests, load tests, volume tests, network tests as well as integration with release control process;
7) COTS implementations;
8) Design and creation of web and mobile applications, including user experience improvements;
9) System domains, object/data models, wire frames, prototypes, flowcharts and use cases;
10) Experience with common environments and frameworks such as (but not limited to): ASP.NET and ASP.NET MVC Frameworks, ColdFusion, CGI Java, PHP, Apache, FileMaker, IBM DB2, Microsoft SQL Server, MySQL, Oracle, PostgreSQL, or Sybase, Web2.0, WebSphere, Java / J2EE/JEE, PERL / CGI, PHP, XML / HTML / DHTML, SOAP, Jasper, content management systems;
11) Enterprise application systems integration and implementation including both COTS and custom applications;
12) Designing, programming, converting, installing, system training, managing and maintaining applications and application interfaces/systems, testing (all levels), implementation and cutover planning, and data conversion/migration for the implementation of the systems;
13) Implementation of infrastructure solutions capable of cost-effectively supporting business goals; or
14) Designing and building enterprise-level data integration and data transformations solutions.
15) Any cloud technologies that are specific to a cloud vendor or any technologies that are listed above that can be leveraged in the cloud platform.
16) Any rapid application development tools.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Mandatory Qualifications	
Degree Level	Not Applicable.
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**

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Senior-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Management Information Systems, Software Engineering, Software Development; **or**
Professional Certifications	Any relevant certification that applies to the above listed expected skillset.

2. IT Project Management, Planning, and Analysis Services

The purpose of this service is to provide the support and management professional services needed to execute, using best practices, IT projects from inception to closeout.

Brief Description of Services: Project management services should be provided in accordance with IT industry best practices such as described in the Project Management Institute's *A Guide to the Project Management Body of Knowledge (PMBOK Guide)*, and in standards and requirements as provided by the State of New Mexico's Chief Information Officer (CIO).

Project management, planning and analysis includes developing and maintaining project charters, project plans, schedules, risk and issue logs, mitigation strategies, communication plans, resource/capability plan, and executive briefings, evaluation and design, planning for or directing large-scale integration efforts, and implementing IT standards and guidelines, managing scope, requirements, schedule and budget, training plans, and transition to operations.

It is desired that personnel hired as project managers have Project Management Professional (PMP) certification.

Expected typical skills in, knowledge about, and experience with may include:

1) Assisting with management and planning of IT initiatives in areas such as: cost benefit analysis, return on investment (ROI), gap analysis, requirements definition, systems analysis, contingency/mitigation/risk planning, disaster recovery/business continuity planning; business process analysis, documentation and process improvements;
2) Analyzing data to determine/recommend solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services;
3) Conducting research and industry surveys, and performing studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems, including emerging technologies and trends, standards, and products as required;
4) Designing / development of IT specifications, models, architecture and guidelines;
5) Full system development life cycle and various industry software project management approaches;

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6) Development and management of standard project artifacts such as project charter, project plan, scope, objectives, schedules, process maps, data flow diagrams, architectural diagrams, implementation strategies, and project management plans;
7) Interfacing directly with varied stakeholders: executive steering committees, project teams, contract teams, technical, business, and management teams;
8) Follow all specifications and guidelines including, but not limited to, Project Certification Committee (PCC), Technical Architectural Review (TARC) processes and documentation where applicable;
9) Business process analysis/modeling and organizational change management as applicable to project planning;
10) Developing, enhancing, and maintaining user documentation for multiple applications including documentation required for the operations provider; or
11) Composition of use case and scenario designs.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associate Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology or Project Management; and
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management.
Professional Certifications, any one	Project Management Professional (PMP) certification, Project Management Institute Agile Certified Professional (PMI-ACP), or Certified Scaled Agile Framework® (SAFe) enterprise.

3. Database Management and Business Intelligence Services

Brief Description of Services: Services may include for on-premise or cloud platform: creating logical and physical data models, planning, designing, programming, converting, installing, training, implementing security, and maintaining database systems in stand-alone, integrated, or networked configurations, database administration, modification and upgrade including system performance analysis, database upgrading and performance tuning, data extract/transform/load (ETL), stored procedure development, query optimization and data migration, managing and monitoring production databases in an N-tier environment, automated routine backups and refreshes, and data recovery. Provide ongoing database support to help ensure operations of day-to-day functionality. Develop design documentation, test plans, user manuals, and operations plans and instructions.

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Developing and executing functional test plans for systems and applications, including developing test data sets and scenarios.

Business intelligence (BI) services include the transformation of raw data into meaningful and useful information for business analysis purposes. These services are capable of handling large amounts of unstructured data to help identify, develop, and otherwise create and allow for the easy interpretation of these large volumes of data including dashboards. Identifying new opportunities and implementing an effective strategy based on insights can assist the State of New Mexico with policy, planning, and informed decision making.

Expected typical skills in, knowledge about, and experience with may include:

1) Any RDBMS or cloud specific database engines including, but not limited to: MS SQL Server, Oracle DBMS including engineered solutions and appliances, MySQL, DB2 and/or IBM DB2; including data modeling, stored procedures, indexes, triggers, data processing flowcharting techniques;
2) Database structures, theories, principles, and practices;
3) Managing, monitoring, designing, building, installing, configuring, and supporting database infrastructure servers;
4) Database performance monitoring, management, tuning and troubleshooting;
5) Applicable data privacy practices and laws and appropriate data masking techniques;
6) Ability to conduct research into database issues, standards, and products as needed;
7) Data entry operations including the ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen;
8) Data entry operations including duties utilizing automated equipment, including electronic keyboard, display screen, and sorted memory;
9) Data entry operations including ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques;
10) Supporting a wide range of business decisions ranging from operating to strategic business decisions. Strategic business decisions include priorities, goals, and directions at the broadest level;
11) Data derivation/Data import from external data and from internal sources;
12) Transforming raw data into meaningful and useful information, and developing and documenting algorithms. May include establishing a methodology and including any assumptions.
13) Business Intelligence: Multidimensional aggregation and allocation; de-normalization, tagging and standardization;
14) Business Intelligence: Establishment and design of object level design tools;
15) Business Intelligence: Real-time reporting with analytical alert; interface with unstructured data source; group consolidation, budgeting and rolling forecast;
16) Business Intelligence: Statistical inference and probabilistic simulation;
17) Business Intelligence: Key performance indicators optimization; version control and process management; open item management;
18) Business Intelligence: Providing historical, current, and predictive views of business operations; or

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19) Business Intelligence: Reporting, online analytical processing, analytics, data mining, process mining, complex event processing, business performance management, benchmarking, text mining, machine learning/predictive analytics, and prescriptive analytics.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Mandatory Qualifications	
Degree Level	Not Applicable.
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of related experience.
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Mandatory Qualifications	
Degree Level	College Degree is preferred or can be substituted with equivalent years of experience.
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field

5. End User Support Services

Brief Description of Services: Services may include, but not be limited to, support, problem solving, training users in how to use their computer hardware and software, ; conducting evaluations of service/help desk effectiveness as a whole, conducting evaluations of individual service/help desk performance; and documentation of service/help desk procedures in both electronic and hard copy media. the installation of commercial off-the-shelf (COTS) desktop and other end point products, optimizing system performance, system imaging (i.e., ghosting), desktop problem analysis and resolution, configuration, set-up, and installation of personal computers (PCs), printers, scanners, and other PC peripherals. PCs widely used by the State of New Mexico include common operating systems/platforms in business use, typically Windows variants, Linux variants, and Apple variants. Support of tablets and cell phones and other mobile devices is desirable. Support of leading-edge through end-of-life or near end-of-life operating systems is optimal.

Expected typical skills in, knowledge about, and experience with may include:

1) PC and desktop hardware;
2) PC internal components;
3) Hands-on hardware troubleshooting;
4) Equipment support;
5) Current protocols, operating systems, and standards, including the ability to operate tools, components, and peripheral accessories, technical manuals, procedural documentation, and OEM guides;
6) Ability to conduct research into PC issues and products as required;
7) Issue/ticket tracking systems; or

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8) Demonstrated customer service and strong communication skills.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or computer related field such as Computer Engineering, Information Systems.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, MCSA: Windows 10, MCSE: Desktop Infrastructure**.**

6. Systems Administration Services

Brief Description of Services: Services may include, but not be limited to planning, configuration, and programming services in support of operating systems and utility installations for operating systems, such as Cloud platform, Windows, and Linux open-source variants. Planning and configuration in support of file servers, application servers, database servers, virtual servers, VM support services, remote site integration, Active Directory domain setup/support/administration, user account and password management, support of computer storage devices attached direct/fiber/other and storage area networks (SAN), backup/restore support, performance tuning, and capacity planning.

Expected typical skills in, knowledge about, and experience with may include:

1) Standard system administrator tools and processes;
2) Networking/distributed computing environment concepts;
3) Providing general system administration and maintenance activities including backup;
4) Ability to write scripts in a particular administrative language;
5) Principles of routing client/server programming, design of consistent network-wide file system layouts;
6) Developing plans for disaster recovery, backup, archiving, and retrieval;
7) Understand the business application of technical support and design in an application development environment; or
8) Ability to work with multiple teams to identify the strategic direction of systems management activities.

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Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	Microsoft Certified Solutions Expert (MCSE), Red Hat: RHCSA and RHCE Linux Professional Institute (LPI): LPIC System Administrator, CompTIA Server+, VMware Certified Professional – Data Center Virtualization (VCP-DCV), ServiceNow Certified System Administrator

7. Network Services

Brief Description of Services: Services may include, but not be limited to, selection and installation of network systems, technology and connectivity services involving data networks, communications services (e.g., VOIP technologies, wireless), LAN/WAN Integration, LAN/WAN Development and Upgrade, and LAN/WAN Support. Services may also include communications systems, LAN business and technical requirements, VPN support, connectivity and interoperability, feasibility and constraints, security requirements, etc., development of design documents pertinent to the integration of two or more LANs; pertinent to the integration of two or more LANs via a WAN; conceptual and/or detailed design reports, network diagrams, etc. Communications / LAN / WAN Support typically includes cloud IAAS, on-site and off-site operation, technical communication, problem determination, and diagnosis.

Expected typical skills in, knowledge about, and experience with may include:

1) Installing, configuring, and maintaining organization's network;
2) Voice/Data Engineering to include directing and participating in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements including all technology and connectivity involving telecommunications and data networks;
3) Audio/visual, teleconferencing, and voice mail equipment;
4) Design, implementation, and overall performance, security, and availability of the entire LAN/WAN/MAN for enterprises, designing network topology between sites such as data centers, field offices, and DR sites;
5) Build, maintain, and administer external and internal networks;
6) Reviewing, planning, and evaluating network systems;
7) Monitoring network infrastructure devices for availability and uptime;

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8) Network security controls;
9) Developing enterprise networks and security design architecture in a multiple site environment;
10) Provide consultation to business area management and staff at the highest technical level for all aspects of LAN/WAN design and configuration in multi-server environment;
11) Design, build, implement, monitor systems, networks, and applications, Microsoft networking concepts, back office products;
12) Performing system backups on its internal and external web network servers;
13) Troubleshoot network systems and recommend improvements to network; or
14) Providing tactical and strategic input on overall network planning and related projects.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, Cisco CCNA Certification, Cisco CCNP Certification, Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert (MCSE)**.**

8. IT Security Services

The purpose of this category is to provide the state with both tactical and strategic cyber-security support services for the purposes of securing critical state IT resources, systems, and data.

Brief Description of Services: Services may include: advisory services relating to the secure design and deployment of computer systems, LAN/WAN, Firewalls, Virtual Private Networks (VPN), wireless networks and access, access/identity management, Intrusion Detection Systems (IDS), Intrusion Prevention Systems (IPS), logging/monitoring, Security Operation Center (SOC)/Network Operation Center (NOC) deployment, Application/Software Security, Cloud Computing, Online Payment Systems, Mobile/Web Platforms, and all related policy and procedure development. Advise, comply, and provide

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audit services relating to and including technical control assessment, policy assessment, regulatory compliance assessment, baseline assessment, and fit-gap and security roadmap development. Technical evaluation of deployed systems via penetration testing, scanning, or other means to include routers, switches, mainframe infrastructure, physical servers, virtual servers, enterprise systems, firewalls, identity management solutions, online payment systems, VPN, IDS, IPS, applications, mobile deployments, and any/all associated network appliances. Forensic and emergency incident response capabilities include triage, remediation, response, after-action, and mitigation services relating to cyber-security incidents. Training, education, and other awareness services at all levels of technical competency.

Expected typical skills in, knowledge about, and experience with may include:

1) Information technology security including standards implementation from NIST, inclusive of SSA and IRS control frameworks and testing;
2) Planning, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information;
3) Performing security audits on hardware and software;
4) Appling basic understanding of networking/distributed computing environment concepts;
5) Encrypting data transmissions and erect firewalls to conceal confidential information;
6) Document computer security and emergency measures, policies, and procedures;
7) Reviewing violations of computer security procedures and communicating findings with management;
8) Applying security principles, techniques, and procedures to planned network designs;
9) Laws, legal codes, government regulations, executive orders, and agency rules related to security;
10) Developing and implementing an ongoing risk assessment program targeting information security and privacy matters;
11) Penetration testing and security audits of systems;
12) Forensic and emergency incident response capabilities, to include tools, techniques, and procedures;
13) Networking/distributed computing environment concepts;
14) Secure wireless routing;
15) Complex problem resolution, and root cause analysis at every level;
16) Managing all aspects of access to specified systems to include customer needs resolution;
17) Business application of security support and design in an application development environment;
18) Coordinating on all jobs with infrastructure and operations teams to identify the security perspective in strategic systems management planning;
19) Working with and organizing key IT and business offices and governance groups to develop security policies, standards and guidelines;
20) Planning and implementing network security audits and audits; develop and implement corrective measures; or
21) Developing plans for disaster recovery/ backup and archiving.

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Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CEH – Certified Ethical Hacker CISM - Certified Information Security Manager CompTIA Security+ CISSP: Certified Information Systems Security Professional GSEC: GIAC Security Essentials ECSA: EC-Council Certified Security Analyst GPEN: GIAC Penetration Tester**.**

Professional Certifications, any one	Any training and IT related certifications.

13. IT Business and Process Consulting Services

Brief Description of Services: Services include providing business consulting in the areas of business development, business process management, change management, leadership, customer relationship, organizational design, development, and efficiency consulting for the public/government. Provision of these services may include a wide variety of specializations such as computer science, information systems/technology, and human resource business and process consulting.

Services may include helping state government improve performance, primarily through the thorough analysis of existing business problems and development of plans for improvement. Services may include management consultants to gain external, and more objective advice and recommendations, to gain access to the consultants' specialized expertise.

Consultancies may also provide organizational change management assistance, development of coaching skills, technology implementation, strategy development, or operational improvement services. Business consultants may propose for customer approval their own methodologies or frameworks to guide the identification of problems, and to serve as the basis for recommendations for more effective or efficient ways of performing business tasks.

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Expected typical skills may include:

1) Excellent written and oral communication skills;
2) The ability to leverage knowledge of theory, principle, practices or technology in the relevant discipline(s) or field of specialization;
3) The ability to present ideas across multiple audiences and environments using business-friendly and user-friendly language;
4) Be highly self-motivated and directed, with keen attention to detail;
5) The ability to effectively prioritize and execute tasks in a high-pressure environment;
6) The ability to work well with teams and communicate with variety of stakeholders;
7) Exemplary ability to perform problem analysis, problem solving, and communicate potential solutions to customer's unique problems; and
8) Collaborate with the customer to keep them informed of progress and make relevant decisions.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Junior-level	(Between) 1 – 4 years of experience as described above: **or**
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Mid-level	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements (Does NOT replace the Mandatory Qualifications above)	
Degree Level	Any other Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area
Professional Certifications, any one	Six Sigma, Lean Six Sigma, or any related IT related certifications, if any.

ARTICLE 27 – MERGER, SCOPE AND ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement supersede any conflicting term or condition in a PSA. The terms of a Purchase Order supersede any conflicting term or condition in a PSA. Neither Contractor nor a Procuring Entity shall purport to delete or modify any term of this Agreement in the terms and conditions of a PSA or Purchase Order. An invalid provision in this Agreement or a PSA is severable. If a clause, sentence, or paragraph of this Agreement or a PSA is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement or a PSA, which can be given effect without the invalid provision.

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B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, 4, requests, demands, or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or ce1tified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For State Purchasing Agent

State Purchasing Agent P.O. Drawer 6850
Santa Fe, NM 87502-0110

For DoIT

Eve Banner, Acting ASD Director and CFO
Department of Information Technology
Phone: 505-827-0023
Email: eve.banner@doit.nm.gov
P.O. Box 22550
Santa Fe, NM 87502-2550

For CONTRACTOR

Eli Renner
TEKsystems Global Service LLC
2155 Louisiana Boulevard NE, Suite 4100
Albuquerque, New Mexico 87100
Phone: 505-453-7195
Email: erenner@TEKsystems.com

Corporate Address:
4737 Race Road
Hanover, MD 21076

Any change to the Notice individual or the address shall be effective only in writing.

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ARTICLE 29 – GENERAL PROVISIONS

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

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

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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, 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 othe1wise 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.

3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee or employer shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public or by a private employer.

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

5. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. Contractor agrees to submit to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. These provisions do not preclude the parties to a PSA from mutually agreeing, at the time a dispute arises, to resolve the particular dispute through mediation or binding arbitration. Any agreement to submit a prospective dispute to binding arbitration is null and void.

6. Waiver. 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 expressed and in writing, and no effective waiver by a party of any of its rights

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shall be effective to waive any other rights.

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

8. Background Check. Contractor shall comply with any background check requirements and processes required by law or specified by a Procuring Entity upon inception of a Professional Services Agreement and before performing any Services for the Procuring Entity.

9. Work Location. Except as expressly authorized by a Procuring Entity and the State of New Mexico Office of Cybersecurity in an approved, written exception request, Contractor, its subcontractors and any of their personnel must physically perform any services contracted by the State of New Mexico in the United States. This includes any work that is performed offsite or remote. A PSA may specify more restrictive work location requirements.

ARTICLE 30 – SURVIVAL

Provisions of this Agreement, and of any PSA, that by their intent, nature or effect are enforceable post-termination, shall survive the termination notwithstanding the cause of termination of this agreement. This includes, but is not limited to, the terms of the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and the terms of all warranties, licenses, and escrow agreements.

ARTICLE 31 – CALCULATION OF TIME

Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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ARTICLE 33 – ADDITIONAL PROVISIONS

1. Administrative Reporting.

The Contractor agrees to provide a Utilization Report to SPD 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

The periodic report shall include the gross total sales for the period subtotaled by Procuring Entity name. The report shall be accompanied by a check payable to the SPD for an amount equal to three-quarters of one percent (1.00%) of the total sales for the period. 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

http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

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

DocuSign Envelope ID: 9D81BE80-1495-41E7-A623-7C85120E9179

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

By: Eli Renner Date: 2/6/2024
Eli Renner
TEKsystems Global Service LLC

Approved for legal sufficiency:

By: Kyle Duffy Date: 2/6/2024
Kyle Duffy, Deputy General Counsel
Office of Governor Michelle Lujan Grisham

Approved for financial sufficiency:

By: Eve Banner Date: 2/6/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

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

BTIN ID Number: 02-395509-000

By: Ann Marie Lucero Date: 2/6/2024
Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

DocuSign Envelope ID: 9D81BE80-1495-41E7-A623-7C85120E9179

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: 2/6/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date: 2/6/2024

State Purchasing Agent
State Purchasing Division

Effective 2/9/24

This Contract was signed on behalf of the State Purchasing Agent

MS

EXHIBIT A – UNIT RATE PRICE SHEET

IT Professional Service Category No.	IT Professional Service Category	Unit Rate Type (e.g. $ per-hour, $ per-device, $ per-user, $ per-license, $ per-event)*	Maximum Unit Rate ($) for the IT Professional Service Category Experience Level					
			ONSITE			OFFSITE		
			A. Junior Level	B. Middle Level	C. Senior Level	D. Junior Level	E. Middle Level	F. Senior Level
1	Application Support and Development Services	Per-Hour	87	110	135	87	140	185
2	IT Project Management, Planning, & Analysis Services	Per-Hour	90	110	135	90	110	140
3	Database Management Services and Business Intelligence	Per-Hour	97	117	150	97	130	150
4	Geospatial Technological Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
5	End User Support Services	Per-Hour	40	45	50	40	60	70
6	Systems Administration Services	Per-Hour	75	100	115	75	100	150
7	Network Services	Per-Hour	75	100	115	75	100	150
8	IT Security Services	Per-Hour	90	100	115	90	100	150
9	Independent Verification and Validation Service	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
10	Computer Aided Design	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
11	IT Research and Advisory Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
11	IT Research and Advisory Services as a Subscription Service	Complete APPENDIX E-1						
12	**IT Training Services	Complete APPENDIX E-2						
13	IT Business and Process Consulting Services	Per-Hour	140	160	190	140	160	175
14	Marketing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
15	E-Rate Consulting Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
16	IT Professional Proposal and/or Grant Writing Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
17	Electronic Content Management (ECM) Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a
18	Data Conversion Services	Per-Hour	n/a	n/a	n/a	n/a	n/a	n/a

DocuSign

Certificate Of Completion

Envelope Id: 9D81BE80149541E7A6237C85120E9179
Status: Completed
Subject: DE 30-00000-23-00080 - TEKsystems Global Services LLC
Source Envelope:
Document Pages: 38
Signatures: 6
Certificate Pages: 6
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
1100 S Saint Francis Dr
Santa Fe, NM 87502
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/5/2024 3:43:20 PM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 174.231.22.174 Signed using mobile	Sent: 2/5/2024 3:44:43 PM Viewed: 2/5/2024 3:50:22 PM Signed: 2/5/2024 3:50:39 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Eli Renner erenner@TEKsystems.com Regional Controller- Contracts Security Level: Email, Account Authentication (None)	Eli Renner Signature Adoption: Pre-selected Style Using IP Address: 216.152.105.26	Sent: 2/5/2024 3:50:43 PM Viewed: 2/6/2024 9:02:14 AM Signed: 2/6/2024 9:05:44 AM
Electronic Record and Signature Disclosure: Accepted: 2/6/2024 9:02:13 AM ID: 1993abad-afd9-4738-ae6d-fa3244bf11af		
Ann Marie Lucero AnnMarie.Lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Security Level: Email, Account Authentication (None), Login with SSO	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 2/6/2024 9:05:47 AM Viewed: 2/6/2024 9:41:12 AM Signed: 2/6/2024 9:41:41 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910		
Kyle Duffy Kyle.Duffy@exec.nm.gov Security Level: Email, Account Authentication (None), Login with SSO	Kyle Duffy Signature Adoption: Pre-selected Style Using IP Address: 164.64.112.186	Sent: 2/6/2024 9:41:44 AM Viewed: 2/6/2024 9:49:03 AM Signed: 2/6/2024 9:49:07 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/26/2023 11:10:43 AM ID: 89fad968-5a4e-498e-bc91-4e3924a7ad14		
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.232	Sent: 2/6/2024 9:49:11 AM Viewed: 2/6/2024 10:26:48 AM Signed: 2/6/2024 10:27:28 AM
Electronic Record and Signature Disclosure: Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 164.64.125.64	Sent: 2/6/2024 10:27:31 AM Viewed: 2/6/2024 11:19:09 AM Signed: 2/6/2024 11:19:24 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 164.64.62.10	Sent: 2/6/2024 11:19:27 AM Viewed: 2/6/2024 12:54:35 PM Signed: 2/6/2024 12:54:39 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/6/2024 12:54:42 PM Viewed: 2/9/2024 8:13:03 AM Signed: 2/9/2024 8:13:28 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		

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	2/5/2024 3:44:43 PM
Envelope Updated	Security Checked	2/6/2024 2:07:25 PM
Certified Delivered	Security Checked	2/9/2024 8:13:03 AM
Signing Complete	Security Checked	2/9/2024 8:13:28 AM
Completed	Security Checked	2/9/2024 8:13:28 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.

2155 Louisiana NE
Suite 4100
Albuquerque, NM 87110
(505) 872-6317

634584.6063

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Project Management, Planning & Analysis Services

March 5, 2025

Price Agreement # 30-00000-23-00080DE
NM Tax ID # 02-395509000
Federal Tax ID # 52-2010575
D.F.A. Vendor Number 0000019969
DUNS # 96-5762909

Total Quote for funds: $634,584.60

IT Project Management, Planning & Analysis Services
3 Business Analyst needs at 2080 hours each

Hourly Rate x Hours + GRT = Total Price

$94.00/hour x 6240 Hours = $586,560.00 x 8.1875% = $634,584.60

***Please provide a copy of the Scope of Work for review by TEKsystems before the contract is submitted.**

2155 Louisiana NE
Suite 4100
Albuquerque, NM 87110
(505) 872-6317

Quotation for the City of Santa Fe

INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Project Management, Planning & Analysis Services

March 5, 2025

Price Agreement # 30-00000-23-00080DE
NM Tax ID # 02-395509000
Federal Tax ID # 52-2010575
D.F.A. Vendor Number 0000019969
DUNS # 96-5762909

Total Quote for funds: $843,862.50

IT Project Management, Planning & Analysis Services
3 Project Manager needs at 2080 hours each

Hourly Rate x Hours + GRT = Total Price

$125.00/hour x 6240 Hours = $780,000.00 x 8.1875% = $843,862.50

***Please provide a copy of the Scope of Work to review by TEKsystems before the contract is submitted.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2024

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 Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087 License#: 57081	**CONTACT NAME:** Certificates **PHONE (A/C, No, Ext):** 610-526-9130 **FAX (A/C, No):** 610-526-2021 **E-MAIL ADDRESS:** altus@altuspartners.com
INSURED CERTTEK-01 TEKsystems, Inc 7437 Race Road Hanover MD 21076	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** ACE Property and Cas Ins Co — 20699 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** Indemnity Ins Co of N Am — 43575 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1100793172 **REVISION NUMBER:** Standard

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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X $1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			G48930116	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 3,000,000 $ $ 3,000,000 $ 3,000,000 $ 3,000,000
B B	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			H11352467 (OWNED) H11352327 (HNOA)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $100000			G27926691 010	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C72613168 (AOS) C7261320A (AZ CA MA) C72613247 (WI)	11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025	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

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

This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

CERTIFICATE HOLDER

For Information Purposes Only

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



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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ALLEGIS GROUP HOLDINGS, INC

2 Business name/disregarded entity name, if different from above.

TEKSYSTEMS, INC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7437 RACE ROAD

6 City, state, and ZIP code

HANOVER, MD 21076

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	8	–	3	8	5	8	5	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Michael A Brion **Date** 3 April 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

For Customers of TEKsystems, Inc

Why is a W-9 being provided for an entity other than TEKsystems, Inc?

In accordance with the W-9 instructions (which can be found at www.irs.gov/pub/irs-pdf/fw9.pdf):

> Page 3, Specific Instructions, Line 1, e "disregarded entity":
> The owner of a disregarded entity is the name shown on Line 1 of the form W-9. The disregarded entity's name is reported on Line 2, "Business name/disregarded entity name".
>
> Page 4, Part I. Taxpayer Identification Number (TIN):
> Enter the owner's EIN. Do not enter the disregarded entity's EIN.

The W-9 should be provided by the owner of a disregarded entity.

TEKsystems, Inc is a disregarded entity, for US tax purposes, with a single owner that is a US person, Allegis Group Holdings, Inc.

Accordingly, Form W-9 is provided by **Allegis Group Holdings, Inc**.

Does TEKsystems, Inc have an EIN for other purposes?
Yes, it is 52-2010575.

What entity should we remit payment to?

PLEASE REMIT PAYMENT TO THE ENTITY AND ADDRESS LISTED ON THE INVOICE. PLEASE DO NOT REMIT PAYMENT TO ALLEGIS GROUP HOLDINGS, INC.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2024

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
Altus Partners, Inc.
201 King of Prussia Road STE100
Radnor PA 19087

License#: 57081

CONTACT NAME: Certificates
PHONE (A/C, No, Ext): 610-526-9130 **FAX (A/C, No):** 610-526-2021
E-MAIL ADDRESS: certs@altuspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Cas Ins Co	20699
INSURER C : Indemnity Ins Co of N Am	43575
INSURER D : Federal Insurance Company	20281
INSURER E :	
INSURER F :	

INSURED
TEKsystems, Inc
7437 Race Road
Hanover MD 21076

CERTTEK-01

COVERAGES **CERTIFICATE NUMBER:** 190272572 **REVISION NUMBER:** Std + P/F

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 X $1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	G48930116	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 3,000,000 $ $ 3,000,000 $ 3,000,000 $ 3,000,000
A A	**AUTOMOBILE LIABILITY** ANY AUTO X OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	H11352467 (OWNED) H11352327 (HNOA)	11/30/2024 11/30/2024	11/30/2025 11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 100,000	Y	Y	G27926691 010	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	C72613168 (AOS) C7261320A (AZ CA MA) C72613247 (WI)	11/30/2024 11/30/2024 11/30/2024	11/30/2025 11/30/2025 11/30/2025	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
A D	Professional Liability/Cyber Fidelity (3rd Party)			G71085193 004 J0638612A	11/30/2024 11/30/2024	11/30/2025 11/30/2025	($5M SIR) $5M per cl $5,000,000 $5,000,000	$5,000,000 Agg Per Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

•The General, Auto and Excess Liability policies provide Additional Insured status, apply on a Primary and Non-Contributory basis, and includes a Waiver of Subrogation if required by the Certificate Holder per a written contract executed prior to the date of loss. •The Workers' Compensation policy includes a Waiver of Subrogation and provides Alternate Employer status if required by the Certificate Holder per a written contract executed prior to the date of loss where permissible. •Producer will endeavor to send written notice to the Certificate Holder 30 days prior to cancellation of any policy listed above.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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



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CITY OF SANTA FE

The Purchasing Memo

Date: June 11, 2025

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

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director EC.

Subject: Purchasing Entity Contract for Verizon Wireless

Vendor Name: Verizon Wireless

Munis Vendor Number: 2266

ITEM AND ISSUE:

Request for Approval of a Four (4) Year Purchasing Entity Contract Based on Naspo Value Point Cooperative Contract MA#152 for Wireless Voice, Data, and Accessories with Verizon Wireless in the Total Amount of $2,674,170.60. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number 3250648.

BACKGROUND AND SUMMARY:

Verizon Wireless services are needed to maintain critical communication networks that enable emergency responders, police, and fire departments to coordinate effectively during crises and daily operations. The wireless infrastructure supports essential city services like traffic management systems, utility monitoring, and public safety communications that require reliable, high-speed connectivity across urban areas. Many cities also use wireless services to provide public Wi-Fi access, support smart city initiatives with IoT devices, and enable mobile workforce capabilities for city employees working in the field. Additionally, Verizon's network redundancy and priority access features help ensure that government communications remain operational even during emergencies or natural disasters when consumer networks may become overloaded.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Communication/ 514100

Budget Officer / Designee: ALEXIS LOTERO (Jun 12, 2025 14:02 MDT) **Date:** 06/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Naspo Value Point Cooperative Contract #MA-152

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/12/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (Jun 11, 2025 10:30 PDT) **Title:** Director, ITT **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:
Verizon Wireless Purchasing Entity Contract
Naspo Value Point Cooperative Contract MA#152
Quote - N/A (based on deliverables)
Verizon Wireless COI
Verizon Wireless W9

Item #: _____
Munis Contract #: _____
Master Agreement #: MA152

CITY OF SANTA FE, ITT DEPARTMENT
PURCHASING ENTITY CONTRACT

THIS CONTRACT (this "Contract") is made and entered into by and between the City of Santa Fe, herein after referred to as (the "City "), and **Cellco Partnership d/b/aVerizon Wireless** 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.

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

2. **Scope of Work**

The Contractor shall perform telecommunications and network services to be provided under the NASPO ValuePoint Master Agreement # MA 152 for W ireless, D ata, V oice, and A ccessories (the "Master Agreement") , and the State of New Mexico General Services Department Statewide Price Agreement # 90-000-18-00008-AD. In the event there are conflicting terms between the NASPO ValuePoint Master Agreement # MA 152 and New Mexico GSD Statewide Price Agreement # 90-000-18-00008-AD, the terms of the New Mexico GSD Statewide Price Agreement shall prevail.

A. All wireless data, voice and accessories offered by Verizon Wireless: https://www.naspovaluepoint.org/portfolio/wireless-data-voice-iot-andaccessories- 2019-2024/verizon-wireless/

The City has elected to participate in Categor(ies):

Category 1: Cellular Wireless Services
Category 2: Equipment and Accessories
Category 3: Turnkey Wireless and IoT Solutions offered as a Product

B. Service management includes 24/7 technical support, service monitoring and reporting, incident response and resolution, and change management.

C. The Contractor shall provide all equipment, software, and personnel to deliver services.

D. The Contractor will maintain compliance with the NASPO ValuePoint Master Agreement #MA152 contract terms.

E. The Contractor will coordinate with agency ITT staff for implementation.

3. **Compensation**

Compensation Schedule: The City shall pay the Contractor based upon fixed prices, per the items listed in the NASPO ValuePoint Master Agreement # MA 152.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates listed in the NASPO ValuePoint Master Agreement # MA 152 , such compensation not to exceed five hundred thirty-four thousand, eight hundred thirty-four dollars and twelve cents ($534,834.12) for the first fiscal year, excluding gross receipts tax (GRT). The total amount for the five-year agreement shall not exceed two million, six hundred seventy-four thousand, one hundred seventy dollars and sixty cents ($2,674,170.60).

Payment shall be made upon the receipt and Acceptance of a detailed, 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 Acceptance. All Payment Invoices MUST BE received by the City no later than thirty (30) days after the termination of this Contract.

C. Retainage Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall begin on the date approved by the City and end on August 11, 2029 **.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Scope of Contract; Merger**

This Contract, together with the Master Agreement, 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.

This Contract is issued against the NASPO ValuePoint Master Agreement # MA 152, established, and maintained by the State of Utah , and through this language hereby incorporates this contract by reference and is included in the order of precedence.

6. **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.

7. **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.

8. **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.

9. **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 gross negligence. This limitation of liability shall apply to the fullest extent permitted by law and shall survive the expiration or termination of this Contract.

10. **Incorporation by Reference and Precedence**

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 Purchasing Entity Contract in reverse chronological order; (2) the Purchasing Entity Contract, including the scope of work and all terms and conditions thereof; (3) the State of New Mexico Participating Addendum ; (4) the Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions). .

11. **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.

12. **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.

13. **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:

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.

14. **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.

15. **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.

16. **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.

17. **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:

Eric Candeleria, Director of ITT
edcandelaria@santafenm.gov
City of Santa Fe ITT
Department
Mouton Hall, 1600 St Michaels Dr Building 24
Santa Fe, New Mexico 87505

To the Contractor:

Clifton Miller, Sr. Director, State and Local Government Contracting
clifton.miller@verizonwireless.com
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive
Suite 200
Annapolis Junction, MD 20701

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph.

18. **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, MAYOR

DATE:_____

CONTRACTOR:
Cellco Partnership d/b/aVerizon Wireless

NAME: Clifton Miller (Jun 5, 2025 21:13 GMT)

TITLE: Sr. Director

DATE: 06/05/2025

NMBTIN#: 22-3372889

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

verizon

NASPO | ValuePoint

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA152

Contractor: **CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS**

Participating Entity: **(STATE) OF UTAH**

1. Scope: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the "Master Agreement". This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state's statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the "Parties") acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes,

charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: State of Utah, Division of Purchasing and General Services	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature:
Printed Name: Christopher Hughes	Printed Name: Todd Loccisano
Title: Director	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date: Feb 14, 2020	Date: 2/13/2020

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

Contractor - email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

To support documentation of participation and posting in appropriate databases

---

Exhibit 1

STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
   b) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
   c) "**Division**" means the Division of Purchasing and General Services.
   d) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
   e) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   f) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   g) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Products delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any applicable federal regulation related to the federal funding, including applicable CFR Appendix II to Part 200, if any, will supersede this Participating Addendum.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all billing records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Participating Entities or any firm identified by the

Division, access to their applicable billing records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
   a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   b. Contractor shall require that each of its Subcontractors to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Contractor represents that to the best of its knowledge, none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

8. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Products delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Participating Entities under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by any applicable laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement by the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order for service that results from this Contract may be terminated in whole or in part at the sole discretion of a Purchasing Entity, if a Purchasing Entity and the Contractor reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects a Purchasing Entity's ability to pay under this Contract. A change of available funds as used in this paragraph means a change in Federal or State funding, whether as a result of a legislative act or by order of the President of the United States or the Governor of the State of Utah.

    If a written notice is delivered under this section, a Purchasing Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice (whether or not they have been fully paid for as of the date of the notice). A Purchasing Entity will not be liable for any penalties, or liquidated damages that accrue after the effective date of said written notice.

13. **SALES TAX EXEMPTION:** The Equipment under this Contract will be paid for from a Purchasing Entity's funds and used in the exercise of a Purchasing Entity essential functions. Upon request, a Purchasing Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request a Purchasing Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Purchasing Addendum.

14. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders and, related pricing documents will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA), t**o the extent they do not contain Customer Proprietary Network Information (CPNI), or other information protected by contract or law,** Contractor gives the Division, the Purchasing Entities, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents,

and invoices in accordance with GRAMA, t**o the extent they do not contain Customer Proprietary Network Information (CPNI), or other information protected by contract or law,** Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Purchasing Entities, and the State of Utah shall make best efforts to inform the Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders and related pricing documents.

15. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. Contractor shall not charge Participating Entities electronic payment fees of any kind.

16. **ELIGIBLE PURCHASING ENTITY PARTICIPATION:** In accordance with 63G-6a-2105, Eligible Purchasing Entities (eligible to purchase under this Participating Addendum) include a public entity, nonprofit organization, or, as permitted under federal law, an agency of the federal government.

17. **INDIVIDUAL CUSTOMERS:** Each Purchasing Entity that purchases Products from this Contract will be treated as individual customers. Each Purchasing Entity will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Purchasing Entity individually. The Division is not responsible for any unpaid invoice.

18. **REPORTS AND FEES:**
    a. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the Solicitation and will apply to all CRU purchases (net of any returns, credits, or adjustments) made under this Contract.
    b. Quarterly Reports**:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Purchasing Entity. The quarterly report will be provided in

secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor.

c. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

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

d. Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

19. **ORDERING**: Orders will be placed by the using Purchasing Entity directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

20. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Participating Addendum. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

21. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**: Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions The Eligible User may remove any individual for a violation hereunder.

22. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

23. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

24. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

25. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

26. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
27. **PERFORMANCE EVALUATION**: The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

28. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) any other attachment listed on the Contract Signature Page(s); and (iv) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of a Purchasing Entity, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

30. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Purchasing Entities' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

31. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

32. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2024

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
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	LM Insurance Corporation	33600
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Verizon Communications Inc.
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570105931959 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY**			TB2691550588144	06/30/2024	06/30/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X Standard Contractual Liability						MED EXP (Any one person)	$10,000
	X XCU Coverage is Included						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
C	**AUTOMOBILE LIABILITY**			AS2-691-550588-124 AOS	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
C	X ANY AUTO			AS2-691-550588-134 NH - Primary	06/30/2024	06/30/2025	BODILY INJURY (Per person)	
C	OWNED AUTOS ONLY / SCHEDULED AUTOS			TL2-691-550588-184 NH - Excess	06/30/2024	06/30/2025	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	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WA569D550588094 AOS	06/30/2024	06/30/2025	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC5691550588084 WI, MN	06/30/2024	06/30/2025	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

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

CERTIFICATE HOLDER

Verizon Communications, Inc.
1095 Avenue of the Americas
New York NY 10036 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570105931959

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AGENCY CUSTOMER ID: 570000027366
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Verizon Communications Inc.
POLICY NUMBER: See Certificate Number: 570105931959	
CARRIER: See Certificate Number: 570105931959 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WA769D550588074 MA	06/30/2024	06/30/2025		

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

VERIZON COMMUNICATIONS INC.

2 Business name/disregarded entity name, if different from above.

CELLCO PARTNERSHIP

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1095 AVENUE OF THE AMERICAS 8TH FLOOR

6 City, state, and ZIP code

NEW YORK,NY 10036

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

2	3	–	2	2	5	9	8	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Daniel A Mote **Date** 2/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SANTA FE

The Purchasing Memo

Date: May 29, 2025

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

From: Thomas Graham, Assistant Land Use Director

Via: Heather Lamboy, Land Use Director

Subject: Carahsoft Technology Corp. has partnered with Avenu Insights & Analytics, LLC ("Avenu"), to deliver Short Term Rental Compliance Services

Vendor Name: Carahsoft Technology Corp

Munis Vendor Number: 9462

ITEM AND ISSUE:

LAND USE DEPARTMENT respectfully requests your review and approval of a General Services contract in the total amount of $997,300.86 not to exceed and inclusive of GRT for Short Term Rental Compliance Services for a term of two years with an option to renew an additional three years with an annual subscription price over the 2-year proposal subject to the industry standard 5% CPI increase.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250604.

BACKGROUND AND SUMMARY:

There is currently no system in place other than providing enforcement based on complaints from the public. Avenu's Short Term Rental Monitoring and Identification Services are designed to assist municipalities in enhancing their short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for the municipality.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund

Munis Org Name/Number: Land Use Admin/1004501

Munis Object Name/Number: 570855 - Software Subscriptions > $5K

Budget Officer / Designee: Andy Hopkins **Date:** 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The City is issuing our contract against the Statewide Price Agreement (80-000-18-00046AE) using 13-1-129 and the Statewide Price Agreement was issued against the NASPO Cooperative Agreement AR2472.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montaño **Date:** 06/03/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: See attached Document **Title:** IT Review **Date:** 3/18/2025

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:

Horizons decline
CPO Service Determination Email
Department approval from ITT
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance (COI)
General Services Contract

Item #: _____
Munis Contract #: _____
SWPA NMSA 80-000-18-00046AE, 13-1-129

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Carahsoft Technology Corp 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 perform the following work:

SHORT TERM RENTAL COMPLIANCE SERVICES REFERENCED IN "EXHIBIT A" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. **Monitoring Module** - 100+ Websites Multiple Times A Week Including Localized Websites
2. **Identification Module -** Exact Property Address and Owner/Operator Details
3. **Permitting Module -** Fully Configurable Short Term Rental Permitting Portal
4. **Compliance Module** – In House Case Management System
5. **Print Mail Notification Letter Service** - 2 Printed/Stamped Letters Per STR Per Year
6. **Community Outreach -** Onsite Town Hall and Email Campaign Service
7. **24/7 Hotline -** Fully Customizable Short Term Rental Complaint Line
8. **Revenue Module –** Revenue Estimation Based On Exclusive Third Party Data and Scraping
9. **Tax Portal** - Fully Configurable Short Term Rental Tax Remittance Portal
10. **Auditing** Examination of STR Filings and Reporting For Fraud
11. **Discovery and Recovery** Recover Delinquent Funds
12. **Reporting Module** – Industry Leading Reporting Tool With Over 70 Different Data Points
13. **Hotel/Motel Tax Administration –**Full Admin With Remittance, Compliance, and Exemption Review
14. **Lease Management System –** Fully configurable management and payment collection system
15. **Customer Support –** Dedicated Customer Success Associate Servicing City Staff and Citizens

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 B, less retainage, if any, as identified in paragraph C of this Clause.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $997,300.86.

B. Payment. The total compensation under this Agreement shall not exceed $997,300.83 inclusive of 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 Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

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 Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate two (2) years from date of final signature. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 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 Contract for convenience or cause in accordance with paragraph B below. 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: Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination. If the termination is based on a default/breach condition, the City's notice shall (i) identify the material default/breach condition(s) of this Contract upon which the contemplated termination is based and (ii) state what the Contractor must do to cure such material breaches; the City's notice of termination for breach shall only be effective (i) if the Contractor 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 Contractor does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach

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,; (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 fees earned and payable to Contractor through the effective date 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.*

8. **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.

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 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.

10. **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.

11. **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.

12. **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.

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 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

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 Contract; 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.

NMSA 1978, Section 13-1-129, Statewide Price Agreement

This contract is issued against the Master Agreement, established and maintained by the State of New Mexico, Statewide Price Agreement #80-000-18-00046AE ("Statewide Price Agreement"), and through this language hereby incorporates this agreement by reference and is included in order of precedence. The Statewide Price Agreement was issued against NASPO Cooperative Agreement AR2472.

23. **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.

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 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.

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 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.

27. **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.

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 Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **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.

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 Contract 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

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 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 do not conform with the requirements of this Contract (as determined by the acceptance criteria, if any, specified in the SOW), 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:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; 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 Contract, the City may:

(1) ; or

(2) terminate the Contract for default.

If the Contract is terminated for default, the City may use funds remaining under the Contract to cover the cost of work not performed by the Contractor for the period following termination.

33. **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.

34. **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.

35. **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.

36. **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.

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 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:

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 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.

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 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.

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 Contract.

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: Heather Lamboy, Land Use Director, City of Santa Fe
200 Lincoln Ave, PO Box 909
Santa Fe, NM 87504-0909
hllamboy@santafenm.gov

To the Contractor: Caitlin Green, Carahsoft
11493 Sunset Hills Rd. Suite 100
Reston, VA 20190
Caitlin.Green@Carahsoft.com

42. **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, MAYOR

DATE:

CONTRACTOR:
Carahsoft Technology Corp

NATALIE LeMAY, CONTRACTS MANAGER

DATE: 05/23/2025

NMBTIN#: 03-268390-00-1

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

DocuSign Envelope ID: 8E53CA3C-23E4-4EFA-BB0D-5FC2BD0177ED

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

Number: **80-000-18-00046AE**

Amendment No.: **Six**

Term: **May 10, 2018 – September 16, 2026**

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

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

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 authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

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

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 3/11/2024

MS

DocuSign Envelope ID: 8E53CA3C-23E4-4EFA-BB0D-5FC2BD0177ED

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **80-000-18-00046AE**
Amendment No.: **Six**

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000074720
Ardham Technologies, Inc.
5411 Jefferson St. NE, Suite 200
Albuquerque, NM 87109
Contact: Shay Daves
Phone: (505) 872-9040
Email: sdaves@ardham.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000125873
Frontier Technology, LLC
dba MicroAge
15210 S. 50th Street, Suite 180
Phoenix, AZ 85044
Contact: Larry M Fulop
Phone: 480-366-2074
Email: Larry.fulop@microage.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Mat Brown
Phone: (303) 249-5240
Email: MBrown@One-Technology.com

0000056184
PC Specialist Inc. dba Technology Integration Group (TIG)
10620 Treena Street, Suite 300
San Diego, CA 92131
Contact: Ed Tagalog
Phone: 858-566-1900 x4232
Email: Ed.Tagalog@convergetp.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

0000009389
Woolpert, Inc.
PO Box 714874
Cincinnati, OH 45271
Contact: Jon Downey
Phone: (937) 531-1409
Email: Jon.Downey@woolpert.com

0000107092
World Wide Technology LLC
1 World Wide Way
Saint Louis, MO 63146
Contact: Carol Harting
Phone: (314) 995-6103
Email: carol.harting@wwt.com

DocuSign

Certificate Of Completion

Envelope Id: 8E53CA3C23E44EFABB0D5FC2BD0177ED
Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A006
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Vanessa LeBlanc
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/11/2024 2:00:57 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/11/2024 2:02:18 PM Viewed: 3/11/2024 2:30:05 PM Signed: 3/11/2024 2:30:12 PM
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	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/11/2024 2:30:13 PM Viewed: 3/11/2024 2:36:50 PM Signed: 3/11/2024 2:36:53 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/11/2024 2:36:54 PM Viewed: 3/11/2024 2:39:43 PM Signed: 3/11/2024 2:39:49 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2024 2:02:18 PM
Certified Delivered	Security Checked	3/11/2024 2:39:43 PM
Signing Complete	Security Checked	3/11/2024 2:39:49 PM
Completed	Security Checked	3/11/2024 2:39:49 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: 11F5AD6F-8D4F-4C61-9F6B-0934018411E8

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Mariah Edwards
Phone: (703) 889-9734
Email: Mariah.Edwards@Carahsoft.com

Number: **80-000-18-00046AE**

Amendment No.: **Five**

Term: **May 10, 2018 – September 16, 2026**

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: **Vanessa LeBlanc** VL

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

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 authorized resellers to the Statewide Price Agreement. Please see updated reseller list attached.

Update Awarded vendor contact information

From:	**To:**
Contacts: Jack Dixon (703) 230-7545 or Bethany Blackwell (703) 871-8500	**Contacts: Mariah Edwards** **Phone: (703) 889-9734** **Email: Mariah.Edwards@Carahsoft.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

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 7/13/2023

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

DocuSign Envelope ID: 11F5AD6F-8D4F-4C61-9F6B-0934018411E8

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 80-000-18-00046AE
Amendment No.: Five

0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
Contact: Ron Davis
Phone: (505) 889-3337
Email: ron.davis@abbatech.com

0000051498
Advanced Network Management
4001 Jefferson Place
Albuquerque, NM 87109
Contact: Klaus Mueller
Phone: (505) 338-0642
Email: klaus.mueller@anm.com

0000099119
Aquila, Inc.
8401 Washington Place NE
Albuquerque, NM 87113
Contact: Traci Wilson
Phone: (505) 338-8099
Email: twilson@aquilagroup.com

0000041778
Mainline Information Systems, Inc.
1700 Summit Lake Dr.
Tallahassee, FL 32317
Contact: Jay West
Phone: (301) 913-9581
Email: jay.west@mainline.com

0000136255
One Technology Corporation
10940 S. Parker Rd. 703
Parker, CO 80138
Contact: Nick Straiter
Phone: (720) 202-2035
Email: nstraiter@one-technology.com

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873
Contact: Denise Collison
Phone: (908) 884-1389
Email: Denise_Collison@shi.com

0000107069
Valcom Salt Lake City, LC
dba VLCM
852 E Arrowhead LN
Salt Lake City, UT 84107
Contact: Dave Newman
Phone: (801) 716-4428
Email: dnewman@vlcm.com

DocuSign

Certificate Of Completion

Envelope Id: 11F5AD6F8D4F4C619F6B0934018411E8
Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A005
Source Envelope:
Document Pages: 2 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
1100 S Saint Francis Dr
Santa Fe, NM 87502
Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/13/2023 7:06:32 AM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign

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), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/13/2023 7:07:38 AM Viewed: 7/13/2023 8:03:16 AM Signed: 7/13/2023 8:03:19 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/13/2023 8:03:20 AM Viewed: 7/13/2023 8:05:46 AM Signed: 7/13/2023 8:05:49 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
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: 164.64.62.10	Sent: 7/13/2023 8:05:50 AM Viewed: 7/13/2023 8:10:32 AM Signed: 7/13/2023 8:10:44 AM
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	7/13/2023 7:07:38 AM
Certified Delivered	Security Checked	7/13/2023 8:10:32 AM
Signing Complete	Security Checked	7/13/2023 8:10:44 AM
Completed	Security Checked	7/13/2023 8:10:44 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: 0003C1C5-2A91-4309-B836-DFF3D5407BF7

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Number: **80-000-18-00046AE**

Amendment No.: **Four**

Term: **May 10, 2018 – September 16, 2026**

VL

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: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.leblanc@gsd.nm.gov**

Title: **Cloud Solutions**

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 following resellers to the Statewide Price Agreement:

0000051498
Advanced Network Management
4001 Jefferson Plaze
Albuquerque, NM 87109

000010388
SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

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: 3/28/2023

New Mexico State Purchasing Agent

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

MS

DocuSign

Certificate Of Completion

Envelope Id: 0003C1C52A914309B836DFF3D5407BF7
Status: Completed
Subject: Please DocuSign: 80-000-18-00046AE A004
Source Envelope:
Document Pages: 1 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
1100 S Saint Francis Dr
Santa Fe, NM 87502
Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/28/2023 12:42:51 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/28/2023 12:45:30 PM Viewed: 3/28/2023 12:45:59 PM Signed: 3/28/2023 12:46:14 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/28/2023 12:46:15 PM Viewed: 3/28/2023 12:46:58 PM Signed: 3/28/2023 12:47:02 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
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: 164.64.62.10	Sent: 3/28/2023 12:47:03 PM Viewed: 3/28/2023 12:48:19 PM Signed: 3/28/2023 12:48:36 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	3/28/2023 12:45:30 PM
Certified Delivered	Security Checked	3/28/2023 12:48:19 PM
Signing Complete	Security Checked	3/28/2023 12:48:36 PM
Completed	Security Checked	3/28/2023 12:48:36 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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:

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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.

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Three**

Term: **May 10, 2018 – September 16, 2026**

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: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Title: **Cloud Solutions**

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 following Approved Reseller to the Statewide Price Agreement
0000051052
Abba Technologies Inc.
5301 Beverly Hills NE
Albuquerque, NM 87113
(505) 889-3337

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 Pauek for

New Mexico State Purchasing Agent

Date: 4/9/2020

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contacts: Jack Dixon (703) 230-7545 or
Bethany Blackwell (703) 871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **Two**

Term: **May 10, 2018 – September 16, 2026**

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: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Title: **Cloud Solutions**

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:

Remove Article 5.2 Employee Pay Equity Reporting Requirement from the Price Agreement. This is no longer a requirement of the State.

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

New Mexico State Purchasing Agent

Date: 12/19/2019

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500

Price Agreement Number: **80-000-18-00046AE**

Price Agreement Amendment No.: **One**

Term: **May 10, 2018 - September 16, 2026**

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: Debra Saiz

Telephone No.: (505) 827-0521

Email: debras.saiz@state.nm.us

Title: **Cloud Solutions**

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:

Please go to the following website for the Master Agreement, Price Catalog, Amendments and any other relevant information pertaining to this Agreement:

https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/

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

Paul Kympit

New Mexico State Purchasing Agent

Date: 09/11/2019

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Contractor
0000060016
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Contact: Jack Dixon at 703-230-7545 or
Bethany Blackwell at 703-871-8500

Price Agreement Number: **80-00018-00046AE**

Payment Terms: **Net 30**

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

Delivery: **See Contract**

Ship To:
New Mexico Department of Information Technology
715 Alta Vista Street
Santa Fe, NM 87505

Invoice:
As Requested

Procurement Specialist: Debra Saiz

Telephone No.: 505-827-0521

Title: **Cloud Solutions**

Term: **May 10, 2018 through September 16, 2026**

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 05/10/2018

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

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

NM Statewide Price Agreement No. **80-000-18-00046AE**

Master Agreement #: AR2472

Contractor:**CARAHSOFT TECHNOLOGY CORPORATION**

Participating Entity:**STATE OF NEW MEXICO**

New Mexico Vendor ID#__0000060016__

The following products or services are included in this contract portfolio:

Awarded Category – PaaS, IaaS and SaaS

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the **State of New Mexico**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Telephone:	703-871-8500
Fax:	703-871-8505
Email:	NASPO@carahsoft.com

NM Statewide Price Agreement No. **80-000-18-00046AE**

Participating Entity

Name:	Debra Saiz
Address:	1100 S. Saint Francis Drive, Santa Fe, Nm 87505
Telephone:	505-827-0521
Fax:	
Email:	DebraS.Saiz@state.nm.us

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.
Participating Entity must check one of the boxes below.

[ ] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1 Term:
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the State Purchasing Agent and end on **September 16, 2026** unless the agreement is extended or terminated early with the Terms and Conditions of this Contract. The agency reserves the right to amend the contract as necessary to serve the best interest of the State and not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

5.2 Employee Pay Equity Reporting:
Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

5.3 Indemnification:
The Contractor shall defend, indemnify and hold harmless the State and Participating Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Participating Addendum.

Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of New Mexico along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- Specified by the Contractor to work with the Product; or

- Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- It would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Participating Addendum or in any other document executed in conjunction with this Participating Addendum.

5.4 Insurance:
Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1). Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate.

(2). Property Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor.

(3). Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

Contractor shall furnish to the Lead State, Participating Entity, and on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum or any Purchase Order.

NM Statewide Price Agreement No. **80-000-18-00046AE**

5.5 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.

5.6 New Mexico Administration Reporting and Fees:
All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number.

The Quarters are as follows.

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

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Submit only one payment and one report for each quarter; do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00046AE** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors
Email completed reports to: GSD.QuarterlyUsageR@state.nm.us
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.



5.7 Distributors; Sub-Contractors or Authorized Dealers:
The Contractor may utilize distributors; however, the contractual agreement resulting from this Participating Addendum shall specify the primary Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in the Contractor's request for approval.

Contractor authorized resellers:

- Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- All purchase documents to authorized resellers shall reference the participating addendum number and PRIMARY CONTRACTOR as the contractor.

Contractor authorized subcontractors:

- Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- **Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.**

5.8 Records Administration and Audit:
Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6. Orders:
Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NM Statewide Price Agreement No. **80-000-18-00046AE**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **STATE OF NEW MEXICO**	Contractor: Carahsoft Technology Corporation
Signature:	Signature:
Name: Lawrence O. Maxwell	Name: Kristina Smith
Title: New Mexico State Purchasing Director	Title: Contracts Manager
Date: 5/10/18	Date: May 10, 2018

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation
Name
1860 Michael Faraday Drive, Suite 100
Address
Reston | VA | 20190
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

For Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

GRAHAM, THOMAS M.

From: GRAHAM, THOMAS M.
Sent: Monday, March 24, 2025 3:58 PM
To: ENCINIAS, AMANDA J.
Subject: FW: RIGHT OF FIRST REFUSAL - Avenu Insights and Analytics for Planning and Land Use Department

FYI

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, March 24, 2025 3:24 PM
To: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Cc: ENCINIAS, AMANDA J. <ajencinias@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: RIGHT OF FIRST REFUSAL – Avenu Insights and Analytics for Planning and Land Use Department

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 Mon, Mar 24, 2025 at 2:55 PM GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

> Hello, Matt,
>
> We are seeking a contract for the scope of work below:
>
> Scope of Work:
>
> **Web Portal for Monitoring**
>
> - 24/7 accessible web-portal with various modules relevant to displaying the data found
> - Log into a secured, password-protected web-based graphical user interface
> - Compatible with desktop, tablet, and mobile version of internet browsers
> - Navigate listings by keyword search and by interactive map with dynamic filtering
> - Reporting on sixty-nine (69) different data points and filtering / grouping
> - Enter notes and track compliance activity on forty (40) different categories of compliance
> - English Customer Support
> - Generate a mailout of non-compliant STR operators within the interface
> - Compare up to ten (10) STR listings with thumbnail photos at the same time
>
> **Targeted Website Monitoring**
>
> - Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
> - Data collection is run at least once per week
> - Collect and store calendar availability data for at least six (6) months each time listing data is collected
> - Archive and estimate gross revenue via review or calendar bookings
> - Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
> - Capture of time-stamped STR listings data in JPG
> - Automated matching of STR listings to STR Licensees via proximity and host name
>
> **Identification Services - Bundled**
>
> - Validate STR listing data with at least two (2) different data points to public records
> - Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
> - Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
> - Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being

taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

Full-Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

Thank you,

Tom Graham, AIA

Deputy Director

Development Branch

200 Lincoln Avenue

Santa Fe, NM 87504

O: (505) 955-6613

C: (505) 231-0778

E: tmgraham@santafenm.gov

CITY OF SANTA FE
PLANNING & LAND USE

Stay in the know! Subscribe to **PLUS**, our free quarterly email newsletter with the latest on how we're working with *you* to build a more modern, vibrant, and inclusive Santa Fe.

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Tom Graham
Deputy Director Development Branch
City of Santa Fe
Santa Fe, NM USA

EMAIL: tmgraham@santafenm.gov

PHONE: (505) 955-6613

FROM: Caitlin Green
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Caitlin.Green@carahsoft.com

PHONE: (571) 591-6944

TERMS:
Contract Number: 80-00018-00046AE
Master Agreement Number: AR2472
Contract Term: 05/10/2018 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	51543028
QUOTE DATE:	03/26/2025
QUOTE EXPIRES:	06/15/2025
RFQ NO:	
SHIPPING:	ESD

LINE NO.	PART NO.	DESCRIPTION	EXTENDED PRICE
		YEAR 1 STR IDENTIFICATIONS	
1	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics	$459,765.00
		YEAR 1 STR IDENTIFICATIONS SUBTOTAL:	$459,765.00
		YEAR 1 STR ONBOARDING	
2	ADM-0028-F-491	Short Term Rental: Set up Wells Fargo Integration Custom Build Avenu Insights & Analytics	$37,500.00
3	ADM-0028-F-491	Short Term Rental: Set up Integration To WorldPays Cybersource Platform Avenu Insights & Analytics	$17,282.61
		YEAR 1 STR ONBOARDING SUBTOTAL:	$54,782.61
		YEAR 2 STR IDENTIFICATIONS	
4	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$482,753.25
		YEAR 2 STR IDENTIFICATIONS SUBTOTAL:	$482,753.25

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carahsoft

-

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	EXTENDED PRICE
		OPTION YEAR 1	
5	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$506,890.91
		OPTION YEAR 1 SUBTOTAL:	$506,890.91
		OPTION YEAR 2	
6	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$532,235.36
		OPTION YEAR 2 SUBTOTAL:	$532,235.36
		OPTION YEAR 3	
7	ADM-0028B-491	Short Term Rental: Compliance 360 Full Service Administration City STRs All Modules In Compliance 360 Human Capital/Staff Acting On Behalf of the City Community Outreach – Town Hall Discovery & Recovery Compliance Auditing – 5% of Properties Avenu Insights & Analytics - ADM-0028B	$558,847.23
		OPTION YEAR 3 SUBTOTAL:	$558,847.23

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carahsoft.

*****Please reference Carahsoft Quote: 51543028 and NASPO contract number on any resulting purchase order.**

*****The above quote is an annual subscription price over a 2-year proposal subject to the industry standard 5% CPI increase. Note that a setup fee is waived based on the 2 year term.**

*****Integration for custom builds approximated at 280 hours or 7 weeks**

*****Customer agrees to obtain a Merchant ID from Avenu | Payments. Customer agrees to charge the following fees as a convenience fee to the taxpayer/registrant, or absorb the fees (a) 2.99% of transaction or $2.50 for processing credit cards, whichever is greater, or (b) a $2.50 charge per ACH transaction.**

*****Gross Receipt Tax (GRT) is included in the quote.**

BILLING SCHEDULE:
FFP 2 Year Total: $997,300.86

Year 1 STR Onboarding - $54,782.61
Year 1 STR Identifications - $459,765.00
Year 2 STR Identification - $482,753.25

OPTION YEAR 1-3:
Option Year 1 - $506,890.91
Option Year 2 - $532,235.36
Option Year 3 - $558,847.23

EXHIBIT A – STATEMENT OF WORK

This Statement of Work is incorporated in the Consulting Services Agreement ("Agreement") by and between CITY OF SANTA FE, NM ("CLIENT") and CARAHSOFT TECHNOLOGY CORP. ("CARAHSOFT") for AVENU INSIGHT & ANALYTICS ("CONSULTANT") products and services. The terms of this SOW shall be governed by NASPO Master Contract Number: AR2472 terms and conditions. In the event terms or conditions of this SOW conflict with NASPO terms and condition, of NASPO shall prevail.

A.1 SHORT-TERM RENTAL COMPLIANCE 360

Statement of Work

CONSULTANT's Short Term Rental Monitoring and Identification Services are designed to assist CLIENT in enhancing its short-term rental/ lodging tax revenues by providing targeted web monitoring, web portal and identification services thereby producing previously unrealized revenue and improved compliance opportunities for CLIENT. Using its Short-Term Rental Compliance Software, CONSULTANT will be responsible for providing the following modules and components as part of this agreement:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers
- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report

- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

360 Full Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

CONSULTANT Deliverables

Portal will begin archiving and monitoring within 60 days of contract signature at a minimum the following information, (herein "Self-Service STR Report")

- STR unique id, website URL, duplicate STR ids
- Approximate or Exact STR address (and apartment number if applicable), city, state, postal code
- Partial or Full Operator information (name, address, city, state, postal code)
- Number of bedrooms
- Maximum guests
- Nightly rate
- Number of reviews
- Minimum nights
- Permit numbers displayed on the ad (if any)

- CONSULTANT will provide CLIENT with login access to the system for up to 100 staff members

- Perform all on-going support of the System, including hardware and software throughout Term
- Provide online webinar style training on the System to CLIENT staff at most once per year for up to two (2) hours. On-site training or training more frequent than once per year will incur additional costs as outlined in Exhibit B

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide CONSULTANT with

- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide CLIENT shape file (boundary file)
- Provide at no additional cost to the CONSULTANT Land Title, Land Ownership, and / or Parcel Ownership File
- Inform CONSULTANT of any circumstances concerning current existing payees.
- Inform CONSULTANT of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- the most recent registration to collect the tax and returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions, and providing timely approvals.
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the CLIENT to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.
- Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.
- If applicable, provide the most recent sales tax and business license registry and payment history for the prior three (3) years.

Through the course of the Term, CLIENT shall:

- Pursue those Short-Term Rentals identified by CONSULTANT within 30 days of the date they are first identified for non-compliance per CLIENT's ordinance
- In the event of a misidentification, provide CONSULTANT with documentation and feedback
- Provide a valid email address(es) and / or phone number(s) to receive 24/7 nuisance escalations, and respond to escalations as required
- For 360 service only, provide a guideline for how to review, approve and/or reject registrations and/or answer any escalations that come from registrants and taxpayers

A.2 LODGERS' TAX ADMINISTRATION SERVICES

Statement of Work

The Lodger's Tax Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the designated tax or fee administered on behalf of the CLIENT. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax or fee.

Remittance Processing

- Taxes and/or Fees Processed: CONSULTANT will perform remittance processing for taxes and/or fees as designated by the CLIENT.
- Business Notification and Remittance: CONSULTANT will provide individualized tax/fee notifications to all known tax or feepayers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to CLIENT, CONSULTANT may change the address for payments. Online filing and remittance using standard CONSULTANT formatting is provided for the Taxpayers convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax and/or fee collected.
    - Avenu provides three options for processing CLIENT funds:
        - **Option 1:** Lodgers tax funds are deposited into a Wells Fargo bank account managed by Avenu. Avenu will perform daily reconciliations and disburse funds to the client 10-15 times per month. This option offers the most seamless process, requiring minimal support from the client. Additionally, all reports will be available immediately following implementation. Avenu will absorb all banking fees associated with this option.
        - **Option 2:** Avenu establishes a dedicated Wells Fargo bank account specifically for CLIENT. Avenu will handle all lockbox functions for the CLIENT account. Avenu will perform daily reconciliations and disburse funds to the client 10-15 times per month. Reports will be available immediately with minimal support required from the client. Avenu will absorb all banking fees related to this option.
        - **Option 3:** CLIENT will set up its own Wells Fargo bank account. Avenu will have read-only access to the account and will need authorization to communicate directly with the bank regarding account transactions. The account will only receive deposits for STR permits and lodgers tax. Paper forms can either be mailed and processed by Avenu or by Wells Fargo's lockbox service. This option limits the availability of certain reports, and many financial and analytical reports may not be accessible immediately. The city will be responsible for any banking fees incurred with this option

- Posting Process: accounts are posted with payment information captured in the CONSULTANT revenue system. Additional information such as net sales, deductions, credit sales, measure of tax or fee, name change and address change is captured and added to the payment data and accountmaster file (as determined necessary by CONSULTANT). Late payments are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax or fee due plus any required penalties.
- Business Support: CONSULTANT will provide a toll free support number and provide assistance Monday-Friday 7:30a.m.-4:30p.m CST. Support inquiries will be handled in the order in which received. During peak volume businesses will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Payments accepted: CONSULTANT will provide tax or feepayers with the option to pay via ACH debit (electronic check, paper check by mail, credit card and ACH credit (upon approval). A convenience fee in the amount of 3%-4% will be charged for use of this convenient payment method.
- Changes to Attachment A: The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.

Compliance Services

- Accounts Reviewed: CONSULTANT will perform compliance services for taxes or fees designated by CLIENT under Remittance Processing Services. CONSULTANT will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the CLIENT, CONSULTANT will make reasonable efforts to collect taxes or fees designated by the CLIENT hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Conduct of Compliance Services: To assure that all tax or feepayers are treated fairly and consistently and all compliance services are performed in a similar manner, CONSULTANT representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to the Remittance Processing section above.

CONSULTANT Deliverables

- CONSULTANT will make available to the CLIENT with a cloud based, self-service, interactive Government Services Portal. The interactive portal will provide access to reports and business information.

- CONSULTANT will make available to CLIENT detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- CONSULTANT will provide the CLIENT with reports via the online government services portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the CLIENT's account numbers and all fees paid to CONSULTANT. These reports are updated following each tax distribution and are immediately available online.;
- CONSULTANT will provide Online filing and remittance portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- As required CONSULTANT will provide Online Registration/License Application and Renewal portal using standard CONSULTANT formatting for the Tax or Feepayers convenience.
- Create and maintain accountdatabase from client database and other sources.
- Provide tax and license forms and intructions by mail and/or electronic methods, initiate calls to businesses, and send filing reminders
- Receive data and input into administration system, batch forms/returns with payments, deposit checks, post to accounts and timely disbursement of funds.
- Reconcile Returns and Initiate Compliance Efforts: reconcile filings and payments; verify accuracy of filing; apply late fees, penalties or interest; indentify underpayments and refer to compliance process
- CONSULTANT will provide a toll free support number and provide tax or feepayer assistance Monday-Friday 7:30a.m.-4:30p.m CST. Tax or Feepayer support inquiries will be handled in the order in which received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.

CLIENT Assistance

CLIENT shall assist CONSULTANT by prior to the start of work to be performed by providing necessary information and assistance to include, but not be limited to, the following:

- the most recent registration to collect the tax or fee and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing Tax or Fee records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to tax or fee administered. If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform CONSULTANT of any circumstances concerning current existing payees;
- Inform CONSULTANT of the development of new business developments or coorperatives
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;
- Undergo training in the use of online applications.
- Provide authorization for CONSULTANT to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.

- Distribution Confirmation**:** The CLIENT will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- Changes to Attachment A**:** The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- Tax or Fee Change Notification**:** In the event of any change to the tax or fee rates being administered the CLIENT must provide notification ninety (90) days prior to the effective date of the change. Tax or fee changes include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will deemed accurate.

A.3 DISCOVERY/RECOVERY SERVICES

Statement of Work

Discovery/Recovery Services are designed to provide a full-service solution to the CLIENT'S designated tax or fee enforcement procedures. It does not replace current functions but provides a focused and solution to the identification of entities subject to taxation and/or registration by the CLIENT, which are not properly registered, or otherwise not reporting taxes and/or fees to the CLIENT. In performing the Discovery/Recovery Services, CONSULTANT shall:

- Establish a comprehensive inventory of the entities subject to taxation by the CLIENT and the database elements needed to facilitate a comprehensive comparative analysis with the CLIENT'S records of those entities that are properly registered.
- Compare CONSULTANT'S database of business records with the CLIENT'S records to identify potential non-reporting and non-registered entities subject to taxation.
- For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CLIENT'S applicable registration and/or tax returns.
- Invoice entities (including supporting documentation) on behalf of the CLIENT for the number of identified deficiencies, with payment to be remitted to CONSULTANT.
- Exhaust reasonable efforts to collaborate with the taxpayer in submitting registration and/or tax returns and payment correctly. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection.
- Collect the number of identified deficiencies, together with required supporting documentation, and remit payment received to the CLIENT as agreed upon in the workplan. (CONSULTANT

shall follow the CLIENT'S business rules in collecting partial payments or the tax in full at the CLIENT'S direction.).

- Provide call center open during normal business hours (7:30a.m.a.m.-4:30 p.m. CST.) to assist entities with questions concerning application of the CLIENT'S taxes, and reporting and remittance requirements.
- Educate entities regarding the CLIENT'S reporting requirements to prevent recurring deficiencies in future years.

CONSULTANT Deliverables

Throughout the course of the agreement, CONSULTANT will:

- Provide reports addressing each taxpayer who have failed to register and/or report appropriate taxes, penalties, interest and any fees due.
- Provide a detail payment listing showing all taxes and fees paid to CONSULTANT.
- Monitor and analyze the tax registry files of CLIENT no less than annually.

Remit payment to the CLIENT for funds received on behalf of the CLIENT no less than once per month on or before the tenth (10th) day of the month following collection.

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, but not be limited to, the following:
the most recent registration to collect the tax and

- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;
- all existing, License and Tax records to be converted in a file format agreed to by the CONSULTANT and a time specified in the implementation plan.
- Provide a copy of all ordinances related to sales tax, rental, hotel occupancy, loding tax, permits and or business registration.
- Distribution Confirmation**:** The CLIENT will fill in the account information requested on **Attachment A,** sign and attach the same to the fully executed Agreement. Should there be any changes to the act count or percentages in Attachment A, the CLIENT shall immediately notify CONSULTANT in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- Changes to Attachment A**:** The CLIENT shall notify CONSULTANT in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, CONSULTANT shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify CONSULTANT and, thereafter, CONSULTANT shall take the steps necessary to insure that designated recipients receive the amounts intended by the CLIENT.
- CLIENT agrees to examine reports immediately. If no error is reported by the CLIENT to CONSULTANT within thirty (30) days, the statement will deemed accurate.

A.4 COMPLIANCE AUDIT SERVICES

Objectives and Methods

CONSULTANT's Local Municipal Accommodation Tax Compliance Service is intended to assist the CLIENT in maximizing tax revenue it is entitled to through an examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the accommodation tax.

Statement of Work

Examination Services

- Establish a comprehensive inventory of all registered lodging providers subject to taxation by the CLIENT.
- Enter and Analyze lodging provider return data received from the CLIENT.
- Provide CLIENT staff with a draft engagement announcement letter to be sent to each lodging provider requiring examination.
- In coordination with CLIENT staff, schedule, and conduct reviews at the property locations or remotely of those providers identified and authorized for examination.
- Verify accuracy of filed accommodation tax returns with annual and monthly activity summaries and P&L statements.
- Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries if applicable.
- Review bank statements to verify that deposits reconcile with the reported revenue on the accommodation tax returns if necessary.
- Review a random sample of exempted guest revenue for proper qualifying documentation and trace registration and/or other source documents to verify compliance with the CLIENT ordinance.
- For each error/omission identified and confirmed, submit substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods.
- Coordinate with designated CLIENT official(s) as necessary to review findings and recommendations.
- Prepare draft Notices of deficiency determination, commendation, and credit letters, as applicable, for CLIENT to advise lodging providers of examination results.

Additional Consulting

- Assist CLIENT in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination.
- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.

CONSULTANT Deliverables

Examination Services

- Provide CLIENT staff with a draft Announcement Letter to be sent to each lodging provider to be examined on CLIENT letterhead.
- For each error/omission identified and confirmed, submit a written report substantiating documentation to designated CLIENT staff to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of deficiency determination, and/or credit, or commendation letters as applicable.

Additional Consulting

- Prepare and document any changes to the review findings and provide revised tax amounts due to the CLIENT.
- Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to CLIENT staff.
- Provide other collections advice upon request.

CLIENT Assistance

- Provide CONSULTANT with:
    a. List of all properties registered within CLIENT'S jurisdiction.
    b. Thirty-six (36) Months of Returns for all properties (or properties CLIENT selected)
- CLIENT agrees to provide signed authorization letters on CLIENT letterhead as needed within thirty (30) days of request.
- CLIENT agrees to provide CONSULTANT with its ordinances, codes, and tax rates within thirty (30) days of the effective date of the agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT.
- CLIENT agrees to timely sign subpoenas, as required.
- CLIENT agrees to timely sign and approve letters and notices, as required.

A.5 AVENU | PAYMENTS (ELECTRONIC PAYMENT PROCESSING SERVICES)

Objectives and Methods

Our payment services offer a seamless and secure way for end users to make electronic payments within our Avenu | STR interface. Through an integration with the City's exclusive payment processor, Wells Fargo, we ensure a smooth experience while maintaining the City's existing payment infrastructure. This system is designed to provide a user-friendly interface for quick and efficient transactions, supporting online payments with reliability and ease.

Implementation Timeline

Integration of Avenu | STR and our backend Unigate Payment API with Wells Fargo's Cybersource Processing Platform

The integration of Unigate, the payment engine integrated directly within Avenu | STR's interface with Cybersource will establish a seamless transaction flow, enabling payments processed through Unigate to

be securely transmitted to Cybersource for authorization, settlement, and deposit into the designated Wells Fargo bank account.

Integration Process

- **Establish API Connectivity**
  - Configure API endpoints within Unigate to communicate with Cybersource's transaction processing services.
  - Implement necessary authentication and security credentials to enable connectivity.
- **Transaction Request Handling**
  - Develop and configure transaction request payloads to align with Cybersource's payment processing requirements.
  - Ensure accurate mapping of transaction data, including payment amounts, account details, and merchant reference IDs.
- **Response Handling and Data Mapping**
  - Process Cybersource's response messages to update transaction statuses within Unigate.
  - Implement logic to handle approvals, declines, and error messages while ensuring accurate reconciliation.
- **Settlement and Fund Deposits**
  - Configure settlement processes to ensure completed transactions are properly batched and transmitted to Wells Fargo for deposit.
  - Validate the accuracy of settlement reports and fund transfers to ensure expected deposit timelines are met.
- **Testing and Deployment**
  - Conduct integration testing to validate end-to-end transaction flow from Unigate through Cybersource to Wells Fargo.
  - Deploy the integration in a controlled environment before full-scale production release.
- **Monitoring and Issue Resolution**
  - Implement logging and monitoring to track transaction success rates and identify potential failures.
  - Establish error handling mechanisms to resolve processing issues and ensure uninterrupted payment flows.

This integration will provide a direct connection between Unigate and Cybersource, facilitating efficient transaction processing and secure fund transfers to the designated Wells Fargo bank account.

CLIENT Collaboration

Effective collaboration with CLIENT is pivotal for successful implementation. The following cooperative efforts from CLIENT are vital:

1. **Interviews Regarding Existing Processes:**
   a. Gain insights into current processes to tailor the implementation accordingly.
2. **Form Documents:**
   a. Provide samples of all form registration documents to be recreated for online submission.
   b. Review initial and any subsequent changes as needed.
3. **Access to Systems:**

a. Grant access to client systems for the installation and configuration of electronic payment services, in collaboration with their IT teams.
b. For online systems, the creation of layout files to import payment files into CLIENT's existing systems necessitates a comprehensive understanding of CLIENT's data structures and security protocols. CLIENT acknowledges that access to sensitive data for this purpose will be managed under strict confidentiality and in compliance with applicable data protection laws.

4. **Update Website:**
    a. Once services have been completely implemented and CLIENT has reviewed all setups, CLIENT must add links to the homepage of their website, so the services are locatable by citizens for adoption.
5. **PCI Compliance:**
    a. Installation of services on each workstation accepting payments entails compliance with all local and federal regulations. The CLIENT acknowledges that the Service Provider will ensure adherence to Payment Card Industry Data Security Standard (PCI DSS) requirements during installations.

Project Deliverables

1. In-person credit card payment processing with EMV technology.
2. Online credit card and ACH payment processing.
3. Synchronization of bill data for online presentation.

Risk Mitigations

Potential Delays: Due to data synchronization complexities.

- Mitigation: Ensure regular communication, a proactive approach to issue resolution, and adherence to all legal and regulatory requirements.

Project Sign-off:
The project will be deemed complete upon the successful implementation of all components, client validation, and acceptance.

Note: Any additional requirements discovered during the implementation may be subject to changes in the project timeline or scope, which will be communicated and agreed upon by both parties through formal amendments to the existing agreement.

EXHIBIT B - COMPENSATION SCHEDULE

The Payment and Rates Schedule can be found on Carahsoft Quote: 51543028 Dated: (03.26.25)

B.1 and B.2 SHORT-TERM RENTAL COMPLIANCE 360

The Short-Term Rental Monitoring and Identification Services, and Lodgers Tax Administration services shall be provided for the fees listed in the Milestone Schedule. Fees are invoiced at the completion of each milestone listed in the below Milestone Schedule.

Billing Schedule	**Payment Due**	**Amount Due**
Year 1 STR Onboarding	Annual in Advance - Net 30 Terms	$54,782.61
Year 1 STR Identifications	Annual in Advance - Net 30 Terms	$459,765.00
Year 2 STR Identifications	Annual in Advance - Net 30 Terms	$482,753.25
Optional Year 1	Annual in Advance - Net 30 Terms	$506,890.91
Optional Year 2	Annual in Advance - Net 30 Terms	$532,235.36
Optional Year 3	Annual in Advance - Net 30 Terms	$558,847.23

B.3 DISCOVERY/RECOVERY SERVICES

The Discovery/Recovery Services shall be provided for a contingency fee of Forty percent (40%) of the additional delinquent revenue received by CLIENT for the services. The Forty percent (40%) contingency fee shall apply to the current license/fee year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee is also due on all payments made direct to the CLIENT. The contingency fee only applies to revenue actually received by CLIENT. The term “current license/fee year/period” shall mean the most recent year or period for which local license and/or fees are due and payable to CLIENT, and in which CONSULTANT has identified deficiencies.

B.4 COMPLIANCE AUDIT PRICING

Compliance Audit services are included for up to 5% of the total STR accounts. Each additional audit costs $750 per STR.

ATTACHMENT A

Distribution Confirmation

May 16, 2025

The City of Santa Fe, NM
200 Lincoln Avenue
Santa Fe, NM 87504

Dear Thomas Graham,

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type

If at any time there are any discrepancies between the schedule set out above and the CLIENT's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics LLC
600 Beacon Parkway West, Suite 900
Birmingham, AL 35209
Attn.: Connie Taylor, Client Relations Manager

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
Avenu Insights & Analytics LLC
Phone: 213-246-2445, Fax: 205-423-4097
E-mail: connie.taylor@avenuinsights.com

I have reviewed the above distribution and verify that it is correct.

CLIENT Name

By: _____

Name: _____

Title: _____

GRAHAM, THOMAS M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, March 25, 2025 11:09 AM
To: GRAHAM, THOMAS M.
Cc: ENCINIAS, AMANDA J.
Subject: RE: Letter of Determination - Avenu Insights and Analytics for Planning and Land Use Department

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

  -IT components (anything IT) - ereview@santafenm.gov

  -Vehicles – dmjaramillo@santafenm.gov

  -Grants - grants@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

  -Emergency Related Purchases - bgwilliams@santafenm.gov

  -Asset over $5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

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From: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Sent: Monday, March 24, 2025 3:55 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ENCINIAS, AMANDA J. <ajencinias@santafenm.gov>
Subject: Letter of Determination - Avenu Insights and Analytics for Planning and Land Use Department

Hello, Travis,

I couldn't find the category for this product in the Bulk Letter for Determination you sent out, So please provide your determination for the contract we are seeking for the scope of work below:

Scope of Work:

Web Portal for Monitoring

- 24/7 accessible web-portal with various modules relevant to displaying the data found
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Reporting on sixty-nine (69) different data points and filtering / grouping
- Enter notes and track compliance activity on forty (40) different categories of compliance
- English Customer Support
- Generate a mailout of non-compliant STR operators within the interface
- Compare up to ten (10) STR listings with thumbnail photos at the same time

Targeted Website Monitoring

- Data collection and archiving from eighty (80) different short-term rental websites including Airbnb, HomeAway, Booking. Additional websites may be supported upon CLIENT request, for additional cost.
- Data collection is run at least once per week
- Collect and store calendar availability data for at least six (6) months each time listing data is collected

- Archive and estimate gross revenue via review or calendar bookings
- Generate statistics on and group by room type, occupancy rate, host name, owner name, STR density heatmaps, average nightly rates, and other metadata in a dashboard report
- Capture of time-stamped STR listings data in JPG
- Automated matching of STR listings to STR Licensees via proximity and host name

Identification Services - Bundled

- Validate STR listing data with at least two (2) different data points to public records
- Correctly Identify single-family-dwelling STR listings with exact street address at least ninety-five percent (95%) of the time
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time
- Should Avenu not achieve either or both the House Accuracy and / or Condo Accuracy objectives, CLIENT shall be compensated by 1% of the contract's 1-year value for each 1% below target to a maximum of 10% of Year 1 of the Agreement. CONSULTANT is not responsible for changes in property ownership, or the STR listing(s) of the property, being taken down at the time of evaluation by the CLIENT. Error rate is only to be evaluated based upon the supporting evidence presented at the time of identification by CONSULTANT's staff members. CONSULTANT shall only provide upfront supporting evidence screenshots for STR properties which do not have a correct and corresponding permit or tax certificate. If an error in identification is found by the CLIENT for a given month, and CONSULTANT a correction the subsequent month, then the error is no longer counted against CONSULTANT for the purpose of fee reduction.

24/7 Complaint Hotline

- 24/7 hotline and online tipform, fielding all tips, complaints, and violation reports from residents, in regard to disruptions at an alleged short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property.
- Live operator will receive these violation calls and (if the CLIENT so chooses) make outbound outreach to the designated responsible agent of the STR address in question and/or escalate to other enforcement agencies
- Any configuration change to the complaint call flow after 30 days of go-live may result in additional charges

Registration and Permitting Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Compatible with desktop, tablet and mobile version of internet browsers

- Upload up to 10 supporting documents for registering via photo or attachment
- Allow host registrant data to be approved, rejected, or inspected from an administrative account accessible by an authorized user
- One-time data load of active registered STR properties via CSV file during onboarding
- Email notification of registration changes to both the registrant and the customer
- Configurable registration application, review, approval and/or renewal statuses
- Document notes on permit or renewal application throughout review process
- Allow manual payment processing by cash, cheque or point-of-sale by administrator
- Reporting and filtering by registration date, permit status, payment status, reconciliation report
- English Customer Support

Tax Collection Portal

- Layout of form on multiple screens to reduce clutter with Next and Back buttons
- Allow remittance over monthly, quarterly, or annual reporting periods
- Compatible with desktop, tablet and mobile version of internet browsers
- Report interface for reviewing tax remittances, delinquent payments and non-filers
- Email notification of tax remittances to both the registrant and the CLIENT
- Allow manual payment processing by cash, check or point-of-sale by administrator
- Apply and calculate penalty and interest for late remittances
- Reporting and filtering by filing period, permit status, delinquency report, reconciliation report
- English Customer Support

Payment Processing for Tax / Registration / Permitting Portals

- Credit Card processing fees, ACH processing fees, and /or chargebacks shall be borne by the citizen or registrant as a convenience fee, or borne by the CLIENT, as specified in Exhibit B
- CLIENT shall be able to download payment reports from Avenu | Payments to reconcile funds

Full-Service Registration and Tax Administration Services, and Reporting

- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Registration pre-approval and review
- One Town Hall on-site meeting per year
- Short-Term Rental delinquency outreach

Thank you,

Tom Graham, AIA

Deputy Director

Development Branch

200 Lincoln Avenue

Santa Fe, NM 87504

O: (505) 955-6613

C: (505) 231-0778

E: tmgraham@santafenm.gov

CITY OF SANTA FE
PLANNING & LAND USE

Stay in the know! Subscribe to **PLUS**, our free quarterly email newsletter with the latest on how we're working with *you* to build a more modern, vibrant, and inclusive Santa Fe.

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

ITT City of Santa Fe Information Technology Services
For Questions on this form please email to ITT Review at:
ereview@santafenm.gov

IT Review: Pre-screening questions for Software/Solution Replacement Request

Change Requested By:

Name: Tom Graham **Date:** 03.18.2025

Division: Land Use Development **Phone:** 505.955.6613

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: No replacement. Short-Term Rental Full Service Solution
   (version/module) _____
2. Number of current users : Unlimited numbers of users
3. Who is responsible for updating / troubleshooting the current solution?
   - ☐ ITT Representative (division/position/name/contact info):_____
   - ■ Vendor (name / contact info): Avenu Insights & Analytics
   - ☐ City Department's representative (name/contact info):_____
   - ☐ 3rd Party Contractor (name/contact info): _____
   - ☐ Other: (Company/name/contact/allocated hours/mo):_____
     _____
4. Is the current system hosted in the cloud or locally by the City:
   - ☐ Hosted on ITT servers (name and location): _____
   - ■ Hosted on Cloud (provider name and link): Hosted on Azure at https://str.avenuinsights.com/
5. What are main features you are utilizing with the current software:

Identification, Monitoring, Registration, Permitting, Print and Mail, 24/7 Hotline, Tax Collection/Remittance Portal, Payment Processing

6. Describe the limitations of the current software that new proposed solution will remedy:

Current process does not identify all the short term rentals operating in the City, and does not collect all of the lodging tax.

7. What is the extent of the data that will be transferred to the new solution from the current solution:
   - ☐ All the data will be transferred and deleted from existing accounts;_____
   - ■ Only partial/or no data will be transferred, and the data will be backed up into local drive.(where?) Historic lodging tax filings and licensing / permit data from 2024/2025 (presumably from Tyler Munis) from the past 3 years will be transferred to the Azure portal
8. Will there need to be an archival copy of the current solution maintained? ■ No_____
   - ☐ Yes (if yes – by who, and how long):_____
   - ☐ Uknown (specify): _____

Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Avenu | STR Compliance 360

10. What is the goal of the requested application? Short-Term Rental Compliance
11. Number of users that will be utilizing the system and will need licenses: Unlimited numbers of users
12. How many users will be covered by current quote?: Unlimited numbers of users
13. Single sign on – is this solution capable of:
    - ☐ Azure Entra ID SAML
    - ☐ Azure Entra ID OAUTH2
    - ■ Other SSO: 2FA email + code
14. Will the new solution be hosted and where:
    - ☐ Locally (address): _____
    - ■ or in the Cloud (address): https://str.avenuinsights.com/
15. Will the updates to the new system/solution be performed by:
    - ☐ City staff (Name/position/division): _____
    - ■ or the Vendor (assigned staff): Avenu Insights & Analytics
16. What existing IT systems, if any, does this solution need to connect to?:
    - ☐ Email _____
    - ☐ Network _____
    - ☐ GIS portal/databases*
    - ■ **MunisAPI**

Email notifications for registration, tax payment and compliance activities. GIS shapefiles are required for specifics of enforcement of STR ordinance

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?
    - ☐ ITT Representative (division/name/contact info): _____
    - ■ Vendor (name / contact info): Vendor will need to connect to Munis via API, Avenu Insights & Analytics
    - ☐ City Department's representative (name/contact info): _____
    - ☐ 3rd Party Contractor (name/contact info): _____
    - ☐ Other: (Company/name/contact/allocated hours/mo): _____
18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution?

Unknown	Under 3 months	**3 to 6 months** ◉	6-12 months	More than 1 yrs	Other:

19. How or who handles any requests for support for the requested application?

Handled directly through Avenus Customer Service Portal ServiceNow

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs?
Customer support is provided between 8 AM to 5 PM Monday to Friday in Santa Fe time. 98% uptime guarantee

No Vendor Support	Limited to # hours: _____	Unlimited Business Hours	Unlimited 24/7	Other:

20a. Please include Service Level Agreement details_____

21. Vendors contact information for technical questions regarding this new solution:

Avenu Insights & Analytics; www.avenuinsights.com; succeed@avenuinsights.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?

Any Chrome, Firefox, Safari, or modern Microsoft Edge web browser on Windows 10 or higher, Mac OSX 10.8 or higher operating system or ios/android modern browser

23. Is there different level of access to the requested application? If so, how is access handled?
Role based access is managed through Sys Manager module. User provisioning is done through Active Directory / SSO or through Avenu support staff.

24. Will AI component be utilized in the application?

No_____Explanation:_____

Yes _X__Explanation:_partial AI - used to match images and floorplans_____

25. Is there an option to utilize Enterprise ~~AI~~ version if available?
This only for Land Use, no need to purchase Enterprise, potentially Finance can utilize this as well, only for one module Short Term rentals

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application?

Starting from Scratch - no City Data, there will be some data provided from City to start

27. Does the quote include Enterprise version option? Yes

28. Will AI component be reviewed first with a test group? No AI use

Will you require ITT to set up the security and privacy settings on AI component?

No_X__Explanation: N/A

Yes___Explanation:_____

29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT?

SOC 2 Certified PCI, Level 1 Certified

30. Does this have Incident management component and how this will be managed?

No_X__Explanation: N/A

Yes☐ Explanation:_____

ITT GIS Discovery questions

31. Will you require APA/Map service?
No

32. Who is your City GIS Contact?: succeed@avenuinsights.com

33. List of data needed for map service:

Shapefile for 1) residential zones, 2) Municipal Boundaries, 3) List of City owned properties

34. Is there a data that needs to be reconciled back into City GIS databases? No

35. Will you need City GIS Team to create you field app/ dashboards/ additional services?
No

36. Will you require City's Esri Licenses and how many?:
No, we convert all files to KML open format

37. Will this affect City's ESRI service agreement in any way?: _____
No, we use our own conversion tools to convert to KML open format

ITT PMO Discovery questions

38. Who will be responsible for the project created by adopting the new solution?

☑ City Department Project Manager

☑ Vendor Project Manager

☐ ITT Enterprise Project Management Office Project Manager

☐ Other_____

39. Are you requesting ITT Project Management Services?

ITT Project Management Services include but are not limited to:

☐ Enterprise System Upgrade (i.e. Munis/UKG(Kronos)

☑ New application selection, purchase, and implementation

For ITT Only (End of discovery results):

A. Will this implementation require ITT resources?

☒ Yes (Requires Division Approval) ☐ No

B. Will this implementation and management require ITT staff hours?

☒ Yes (Requires Division Approval) ☐ No

C. Was the requested software vetted by ITT Security officer?

☒ Yes ☐ No (Requires Security Officer Approval)

D. Does the requested solution have Single Sign enabled?

☒ Yes (per questions provided above) ☐ No (Requires Security Officer Approval)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐ Yes (Requires EUS/PMO Approval) ☒ No

Request Approved? ◉ **Yes** ○ **No** (requires reason)

Approver's Name/ Signature: Zarifa Dushdurova Digitally signed by Zarifa Dushdurova Date: 2025.03.20 11:54:58 -06'00' Date: 03/20/2025

Since this will require API to connect to Tyler Munis, that information will be determined when requester determines the appropriate Tyler Munis module and goes through discovery session with ITT.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/14/2025

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 MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN115487564-9/1-CAS-2025	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Avenu Holdings, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Hartford Underwriters Insurance Company **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** N/A — N/A **INSURER D :** Twin City Fire Insurance Company — 29459 **INSURER E :** Hartford Fire Insurance Company — 19682 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007224859-02 **REVISION NUMBER:** 2

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 E	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			10UUNBK2KZB 10UUNDS3553 (NY Only)	03/15/2025 02/05/2025	09/01/2025 09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10UENBK2L0M	03/15/2025	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WEAE7C2X	03/15/2025	09/01/2025	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

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
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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Avenu Holdings, LLC 5860 Trinity Parkway, Suite 120 Centreville, VA 20120
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:

ACP Avenu Intermediate, LLC
ACP Avenu Buyer, LLC
Avenu STR IP LLC
Avenu Holdings, LLC
Avenu Insights & Analytics LLC
MuniServices, LLC d/b/a Avenu MuniServices, LLC
Ram Ware, LLC
Avenu Insights, LLC
Avenu Canada, LLC
Avenu SLS Holdings, LLC
Avenu Local Government Solutions, LLC
Avenu SLGS Holdings, LLC
Avenu Unclaimed Property Systems, LLC
Avenu Enterprise Solutions, LLC
Avenu Government Systems, LLC
Avenu Government Record Services, LLC
Avenu Title Records, LLC
Interware Development Company
Justice Systems, LLC
Columbia Ultimate Business Systems, LLC
Columbia Ultimate, LLC
Judicial Innovations, LLC
eGov Solutions, LLC
Mill Point GRS Blocker, LLC
Avenu Pension Administration Solutions ULC
ACP Avenu Midco LLC
ACP Avenu Holdings, L.P.

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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

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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

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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 28, 2025

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

From: Bernadette Salazar, Human Resources Director

RE: Updating and Extending the Mental Health and Wellness Pilot Program

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EXECUTIVE SUMMARY:

The proposed resolution would extend a two (2) year pilot program for City of Santa Fe ("City") employees until June 30, 2026. The program provides one (1) day a year of "Wellness Day Leave" and up to two (2) hours per week of Physical and Mental Fitness Leave for City employees. The resolution would also update the temporary Personnel Rule 13.92, to require employees who are approved for Physical and Mental Wellness leave to complete up to three surveys—one before taking leave, one at the end of the pilot program, and one during the program, if the Human Resources Department determines a third survey would be helpful. The survey requirement would allow the City to collect data and feedback from City employees to determine the impact of the pilot program.

BACKGROUND:

The Governing Body updated the Personnel Rules and Regulations in 2023 through Resolution No. 2023-17 to include a two (2) year pilot program for Wellness Day Leave and Physical and Mental Fitness Leave. Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) wellness day each calendar year. Personnel Rule 13.92 two (2) hours per week of Physical and Mental Fitness leave for physical and mental fitness activities for classified full-time, exempt, and term employees who are eligible. Human Resources has received positive feedback about the program and supports continuing the pilot program for another year to obtain more data.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

UPDATING THE TERMS OF AND EXTENDING THE PILOT PROGRAM SUPPORTING PHYSICAL AND MENTAL WELLBEING OF CITY OF SANTA FE EMPLOYEES.

WHEREAS, according to the Centers for Disease Control and the Kaiser Family Foundation's "Mental Health and Substance Use State Fact Sheets" New Mexico has an age-adjusted suicide rate nearly double the average of the rest of the country, as well as higher than average rates of anxiety or depressive disorders; and

WHEREAS, in 2023, the City of Santa Fe ("City") adopted Resolution 2023-17, establishing a two-year pilot program in support of physical and mental wellbeing for City employees and establishing Personnel Rules 13.91 and 13.92 ("Wellness Leave Pilot Program"); and

WHEREAS, Personnel Rule 13.91 allows classified full-time and part-time, exempt, and term employees one (1) day of leave as a "wellness day" each calendar year; and

WHEREAS, Personnel Rule 13.92 provides eligible, classified full-time, exempt, and term employees two (2) hours per week for physical and mental fitness activities ("Physical and

Mental Fitness Leave"); and

WHEREAS, without Governing Body action, the Wellness Leave Pilot Program will expire on June 30, 2025; and

WHEREAS, more data is needed to better understand the impact of the Wellness Leave Pilot Program for City employees; and

WHEREAS, employee surveys, including at least one before any leave is taken, and one at the end of the pilot program, could provide valuable data regarding the impact of the Wellness Leave Pilot Program; and

WHEREAS, it is reasonable and appropriate to extend the Wellness Leave Pilot Program because the health and fitness of City employees is important.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Wellness Leave Pilot Program is extended to June 30, 2026, for City employees, with the modifications included in Exhibit A, which require employees to agree to take up to three surveys as a condition of taking wellness leave: at the beginning, end, and during the program, if the Human Resources Department determines the third survey is helpful.

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 5, 2025 15:08 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

Exhibit A

RULE 13 LEAVE
Rule 13.91 Wellness Day Leave (~~Proposed Two-~~Three-Year Pilot Program Rule).

Classified full-time and part-time, exempt, and term employees shall be eligible each calendar year for one (1) wellness day. Employees are eligible to request Wellness Day Leave after successful completion of the employee probationary period. This category of leave is designed to be used for mental health and wellness. Such leave should be requested in advance, to the extent possible. Every effort will be made to accommodate an employee's request. Wellness Day Leave should be granted unless granting the requested leave would impair the effective and efficient operation of the department.

1. The Wellness Day Leave must be taken in eight (8) consecutive-hour increments or in increments representative of the employee's regular work schedule. For example, a part-time employee would be eligible for 4 hours of wellness leave, an employee who works a 10-hour schedule would be eligible for 10 hours of wellness leave, a firefighter that works a 24-hour schedule would be eligible for 24 hours of wellness leave each calendar year.

2. The Wellness Day Leave must be taken within the current calendar year, or it will be forfeited.

3. Upon separation of employment, employees will not be compensated for the unused Wellness Day leave.

4. The Wellness Day Leave will not be counted toward the earning of Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.

5. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave. (~~Proposed~~ Three-Year Temporary Rule)

Classified full-time, exempt, and term employees may be eligible for two (2) hours per week of Physical and Mental Fitness Leave for physical and mental fitness activities. Employees are eligible for this leave after successful completion of the probationary period and required approvals. This is a category of leave designed to promote fitness and wellness.

1. The Physical and Mental Fitness Leave will not be counted toward the earning of the Fair Labor Standards Act (FLSA) Overtime or Compensatory Time.
2. Employees may request a modified work schedule by utilizing the standard request process for flexible-work arrangements, which may permit the employee to take up to two (2) hours per week of Physical and Mental Fitness Leave for physical and mental wellness purposes.

3. Physical and mental fitness activities are activities that promote physical and/or mental well-being including physical exercise (for example, bicycling, walking, jogging, yoga, weight training, swimming, tennis, volleyball, softball and racquetball), health risk appraisals, wellness screenings, fitness testing, mindfulness and meditation exercises, healthy eating classes, nutrition consultation, health behavior change coaching, and smoking cessation classes.

4. An eligible employee must request and be approved to participate in the Physical and Mental Fitness Leave through the standard flexible work arrangement process. Granting the employee request is subject to the needs of the City. If the request is approved, it may be withdrawn by the City at any time if allowing the employee to continue would not be in the best interest of the City or have a negative impact on the operations of the City. The denial or rescinding of Physical and Mental Fitness Leave is not subject to grievance procedures or appeal processes.

5. Before being approved for Physical and Mental Wellness leave employees shall agree to complete up to three surveys about their physical and mental health and wellness: —one before taking leave and one at the end of the pilot program, and one during the pilot program, if the third survey is required by the Human Resources Department.

~~5~~6. Time needed for travel, taking showers, changing clothes and/or eating lunch must be considered and should be included in the modified work schedule.

~~6~~7. Employees may elect to forgo a scheduled period of Physical and Mental Fitness Leave. However, missed Physical and Mental Fitness Leave is forfeited for the week and may not be made up at a different time during the week it was missed.

~~7~~8**.** While considering and reviewing requests for participation in Physical and Mental Fitness Leave, supervisors should maintain adequate coverage to meet the business needs of the City, should not unfairly shift workloads to other staff members, and should not incur additional associated costs to the City.

~~8~~9. Participants in this program are responsible for notifying their supervisor should they cease to engage on a regular basis, in the Physical and Mental Fitness Leave on the days specified on their request.

~~9~~10. As a condition of participating in the Physical and Mental Fitness Leave, employees irrevocably agree to indemnify and hold the City of Santa Fe harmless from any and all liability and waive any claims, including but not limited to workers' compensation, for any and all injuries caused by or aggravated by activities completed during any Physical and Mental Fitness Leave.

~~10~~11. Employees and supervisors are required to utilize standard timekeeping processes to document and track Physical and Mental Fitness Leave.

FIR No. 10682.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Updating and Extending the Mental Health and Wellness Pilot Program

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Human Resources

Staff Completing FIR: Bernadette Salazar, Human Resources Director **Date:** 5/28/2025
Phone: 505-955-6591

Reviewed by City Attorney: Erin McSherry **Date:** 06/05/2025
Erin McSherry (Jun 5, 2025 15:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The proposed resolution would extend a two (2) year pilot program ("Wellness Leave Pilot Program") for City of Santa Fe ("City") employees until June 2026. The Wellness Leave Pilot Program provides one (1) day a year of "Wellness Day Leave" and up to two (2) hours per week of "Physical and Mental Fitness Leave" for City employees. The resolution would also amend Personnel Rule 13.92 to require employees to agree to complete up to three surveys—one before leave is taken, one at the end of the pilot program, and, if determined helpful by the Human Resources Department, an additional survey during the program.

Departments Affected:
All Departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Wellness Leave Pilot Program will end, and City employees would no longer have Wellness Day Leave and Physical and Mental Fitness leave.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-17 established the initial pilot program.

Performance and Administrative Implications:
The City would need to develop and the Human Resources Department would need to administer the required surveys. If the program contributes to hiring and retention and/or employee performance, then the program could improve city performance.

Fiscal Implications:

If the Health and Wellness program contributes to City hiring and retention and/or employee performance, then the program could have significant fiscal benefits to the City that are difficult to quantify without additional data. If every employee took Wellness Day Leave, the equivalent cost would be approximately $342,284. In addition, there is a possibility that overtime costs could be incurred as a result of the leave if a position requires an employee to work a shift in the absence of an employee who is on the leave, however that amount is unknown. It is unknown because an employee who is called in to work may or may not be eligible for overtime pay pursuant to City rules and the Fair Labor Standard Act. Additionally, most positions in the City do not require calling in another employee for overtime in the absence of the originally scheduled employee. If every employee utilized two hours per week of Physical and Mental Fitness Leave, the equivalent cost of the lost hours would be approximately $4,449,688. Lastly, if the past is predictive of the future, not all employees will utilize the benefits provided in Personnel Rule 13.

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: See above 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: Bernadette Salazar

Email: bjsalazar@santafenm.gov

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:

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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.

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Public Works Department.

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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
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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

The Purchasing Memo

Date: June 10, 2025

To: Governing Body and Finance Committee

From: Melanie Lovato, Risk Analyst

Via: Mark Scott, City Manager

Subject: Professional Services Contract for Third Party Administrator

Vendor Name: Cannon Conchran Management Services Inc. (CCMSI)

Munis Vendor Number: 2590

ITEM AND ISSUE:

Risk and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of $865,500 not to exceed for General Liability third part services for a term of 4 years with Cannon Cochran Management Services Inc (CCMSI).

CONTRACT NUMBER:

The FY25 Munis contract number is 3250638

BACKGROUND AND SUMMARY:

The City of Santa Fe operates a self-insurance program that covers General Liability, Law Enforcement, Employment Practices, and Public Official claims. The City contracts with a Third-Party Administrator (TPA) to manage these claims. The TPA is responsible for receiving claims, investigating their circumstances, making determinations, and resolving them. If a claim exceeds the City's self-insured retention limit, it is referred to the General Liability insurance carrier. In cases where the TPA cannot resolve the claim, it may escalate to a lawsuit. Throughout the process, the TPA collaborates with either the General Liability carrier and the City's Risk and Safety Office to bring the matter to resolution.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Risk Management, 600

Munis Org Name/Number: Risk Management Admin/6001750

Munis Object Name/Number: Gen Liab-Third Party Admin/555300

Budget Officer / Designee: ALEXIS LOTERO (Jun 17, 2025 13:09 MDT) **Date:** 06/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFQ #25037

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 06/17/2025

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:

CPO Service Determination Email
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Item #: _____
Munis Contract #: _____
RFP#: 25126

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 Cannon Cochran Management Services Inc. (CCMSI), hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

1. Self-insured Workers' Compensation Claims Administration.

i. Review all claim and loss reports received from City during the term of the contract and process each qualified claim or loss report in accordance with applicable statutes and regulations.
ii. Investigate of each reported claim or loss under subparagraph (i) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.
iii. Arrange for independent investigators, medical, or other experts to the extent deemed necessary by the Contractor in connection with processing any qualified claim or loss.
iv. Disburse medical and death benefits, temporary and permanent disability compensation, and other related losses and expenses, provided the payment is deemed prudent for the City and does not exceed the specified limits under Workers' Compensation statutes, applicable liability provisions, or relevant policy limits, unless explicitly approved or directed in writing by the City.
v. Perform essential administrative and clerical tasks related to qualified claims or losses, including preparing checks issued in the City's name and drawn from designated accounts.
vi. Maintain a file for each qualified claim or loss which shall become the property of City, and which shall be available for review by the City upon request.

vii. Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the status of those claims or losses.

viii. Review all open claims, at least monthly to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).

ix. Assist Risk Management and City Attorney in selecting outside counsel to defend qualified claims or losses, as requested by the City. The contractor will help Risk Management establish a panel of potential outside counsel for selection.

x. Assist the City's counsel, if requested, in preparing its defense, negotiating settlements and pursuing subrogation or contribution actions.

xi. In the event of a fatality resulting from an on-the-job injury, personal contact with the family is required as soon as possible to explain the benefits.

xii. Personal contact with the claimant or claimant's family is required within 24 hours of receipt of a claim indicating an injury requiring hospitalization or immediate surgery.

xiii. All indemnity lost time claims shall be handled to conclusion by the same adjuster. The control supervisor may assign lost time claims to a telephone claims representative if the injury has stabilized and is of a type which requires a long-term rehabilitation or healing process (or for other good reason with which is documented in the file).

xiv. In person statements are required from every claimant receiving weekly benefits or settlements. Telephonically recorded statements are acceptable in unusual circumstances.

xv. Medical only claims will be handled by the control office, however, if a medical only claim develops into a lost time injury, the case will be reassigned to a lost time adjuster. The control supervisor may alter this procedure if warranted but must indicate the exceptional reason in the claim file. Copies of correspondence indicating the status of claim must be provided to the city claims administrator.

xvi. Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the sole judgment of the Contractor.

xvii. As the City directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee could return to work in the shortest period.

xviii. Assist the City in arranging for rehabilitation or retraining of employees in appropriate cases.

xix. Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date, but is not trended or actuarially developed.

xx. Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:

1. Composite claim summary, with graphs by division yearly and monthly
2. Accident trend report, with monthly graphs by division
3. Loss analysis report, with graphs by division monthly
4. State reports, as needed
5. Accumulated report monthly
6. Injury codes to identify body part and type
7. Number system of claims to identify type
8. Program access City staff
9. Indexing

10. Check register monthly

i. These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.

xxi. Annually report federal, state and local 1099 information under the City's tax

xxii. identification numbers, when the City has provided all required authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks. authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.

xxiii. Provide narrative reports of major or litigated claims, if requested by the City.

xxiv. Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.

xxv. Return to the City all claim files upon termination of the contract at the City's expense.

2. Medical Control:

i. Shall establish reasonable and customary fees that are negotiated with providers for service to employees including doctor visits, therapy, and other injury related costs. The control supervisor shall direct all appointments after work hours, when possible, in accordance with the New Mexico Workers' Compensation Act.

ii. Assist the City, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long-term or specialty care.

iii. Consult with the City to develop ways of using medical facilities and providers more effectively.

3. Employee Consulting:

i. As the City directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel any such employees who wish to obtain the assistance of third parties in dealing with problems arising out of work-related illnesses or injuries.

ii. If the City requests, consult with employee groups regarding specific aspects of the self-insurance program.

iii. Assist the City in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of an appropriate state administrative agency.

4. Program Development, upon the City's request:

i. Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.

ii. Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.

iii. Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.

iv. Review the development of the self-insurance program periodically with representatives of the City to identify problems and recommend corrective action.

1. The contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.
2. The Contractor shall not provide any risk control services.
3. The Contractor may subcontract services to be provided under the resultant contract. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with the resultant contract, including any subcontracted services.
4. Claim Administration.

v. The Third-Party Administrator (TPA) shall manage and administer all general liability claims, including those related to law enforcement, employment practices, and public officials, in accordance with its best practices.

vii. During the period of the resultant contract claim payments shall be made with Client funds.

viii. Third Party Administrator will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

viiii. Claim Settlement. Third Party Administrator will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

x. Claim Reserves. Third Party Administrator will recommend reserves for unpaid reported claims and unpaid claim expenses.

xi. Allocated Claim Expenses. Third Party Administrator will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by Third Party Administrator. Allocated Claim E

xii. Expenses will include, but not be limited to, charges for:

1. Independent medical examinations of claimants.
2. Managed care expenses, which include the services
3. provided by comp me TM, Third Party Administrator's proprietary managed care program. Examples of managed care expenses include but is not limited to PPO networks, utilization review, nurse case management, medical bill audits
4. and medical bill review;
5. Fraud detection expenses, such as surveillance, which include the services provided by fire, Third Party Administrator's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
6. Attorneys, experts and special process servers;
7. Court costs, fees, interest and expenses;
8. Depositions, court reporters and recorded statements;
9. Independent adjusters and appraisers;
10. Index bureau and OFAC (Office of Foreign Assets Control)
11. Charges;
12. MMSEA/SCHIP compliance charges;
13. Electronic Data Interchanges, EDI, charges if required by
14. State law;

15. Third Party Administrator personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
16. Actual reasonable expenses incurred by Third Party Administrator employees outside the State for meals, travel, and lodging in conjunction with claim management;
17. Police, weather and fire report charges that are related to claims being administered under Client's program;
18. Charges associated with accident reconstruction, cause and origin investigations, etc.;
19. Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
20. Charges associated with Medicare Set-Aside Allocations;
21. Other expenses normally recognized as ALAE by industry standards.

5. Subrogation. Third Party Administrator will monitor claims for subrogation

6. Provision of Reports. Third Party Administrator agrees to provide reports to the Client as upon request.

7. Risk Management Services. Third Party Administrator will provide the Client with additional Risk Management Services not contemplated in the Contract upon mutual agreement of the parties.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to self-insured claims administration for law enforcement, employment practices, and public officials for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed $800,000.00 excluding gross receipts tax. A Cost Proposal, including a breakdown of fees and expenses per service performed, is attached hereto as **Exhibit A**. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $65,500.00 shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $865,500.00.**

B. Payment. The total compensation under this Agreement shall not exceed $800,000.00 excluding New Mexico gross receipts tax.

C. 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 Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY or July 1, 2025, whichever is later. This Contract shall terminate **four (4) years from the effective date** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 terminate this Agreement for convenience upon written notice of termination at least sixty (60) days prior to the intended date of termination or based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this 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 6, "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.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not

made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

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

14. Amendment

A. This 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 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. Entire Agreement.

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

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.

All terms and conditions of the **RFP #25126 Third Party Administrative Services for Worker's Compensation and General Liability** and the Contractor's response to such document(s) are incorporated herein by reference and are 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. Professional Liability Insurance

The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract. Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s). Except for Professional Liability and Workers' Compensation coverages, the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

A. **Professional Liability Insurance** Contractor shall maintain professional liability insurance throughout the term of this Contract with limits not less than $1,000,000 per claim and $3,000,000 in the aggregate.

B. **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.

C. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident. This coverage is required if Contractor will be performing services at the City's facilities or property.

D. **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

E. **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.

F. **Primary and Noncontributory**. The insurance required to be maintained by Contractor shall primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

G. **Acceptability of Insurers**. Unless otherwise reviewed and accepted by the City, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the state of New Mexico, or approved by the Surplus Lines Association.

H. **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

I. **Notices; Cancellation or Reduction of Coverage**. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the City, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

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. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

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:
Melanie Lovato, Risk Management
P.O. Box 909
Santa Fe, NM 87504-0909
(O)505- 955-6080
mylovato@santafenm.gov

To the Contractor:
Courtney Barela, NM State Director/Account Manager
5700 Pasadena Ave Suite 102
Albuquerque, NM 87113
(O) 505-837-8738
cbarela@ccmsi.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 a binding contract.

29. 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's Chief Procurement Officer.

30. Default/Breach

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

31. Equitable Remedies

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

32. Default and Force Majeure

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

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

CONTRACTOR,
Cannon Cochran Management Services Inc.

John E. Kluth AA

JOHN KLUTH, CHIEF FINANCIAL OFFICER

DATE: 06/09/2025

NMBTIN#: 36-1057804

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (May 21, 2025 10:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

COST PROPOSAL TO:

REQUEST FOR PROPOSALS (RFP) #25126
Workers' Compensation & General Liability
Third Party Administrative Services



PREPARED BY:



Courtney Barela
New Mexico
State Director/Account Manager
Phone: (505) 837-8738
cbarela@ccmsi.com
5700 Pasadena Ave., Suite 102
Albuquerque, NM

April 2025





CCMSI

www.ccmsi.com

EXHIBIT A

The City of Santa Fe, Central Purchasing Division (CPD)
AND
Risk and Safety Department

REQUEST FOR PROPOSALS (RFP)

Workers' Compensation & General Liability Third Party Administrative Services

RFP#
25126

Amendment #_1_

RFP Issue Date: March 7, 2025

Proposals Due Date: April 7, 2025

EXHIBIT A

The purpose of this amendment is to:

Replace Attachment F in its entirety:

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Cost Proposal: Outlined Below

Provide a Total Cost to deliver the requested project, including all of the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out into the following line items:

1. A cost breakout by these project line items.

#	Line Items	Unit of Measure	Cost Per Unit	Cost
1	Fixed Fee for Workers Compensation	Annual	$60,000/year	$60,000/year
2	Fixed Fee for General Liability	Annual	$140,000/year	$140,000/year
3	Rate fee for Workers Compensation	Per Month	$5,000/month	$5,000/month
4	Rate fee for General Liability	Per Month	$11,666.67/month	$11,666.67/month
5	Index	Per Claim	$20.00/index	$20.00/index
6	Electronic Data Interchange	Per Claim	$15 FROI/$10 SROI	$15 FROI/$10 SROI
7	CMS (Medicaid/Medicare)	Per Claim	$25/claim	$25/claim
8	Nurse Case Management	Per Hour	$95/hour	$95/hour
9	Nurse Case Management Mileage	Per Claim	Per Gov Rate	Per Gov Rate
10	Nurse Case Management Expenses	Per Claim	Actual	Actual
11	Bill Review Fee	Per Claim	$10/bill	$10/bill
12	Bill Review Savings	%	33%	33%
13	Pharmacy Benefit Management Savings	%	33%	33%
14	Subrogation	% Recovery	25% of Recovery	25% of Recovery
15	Legal	Per Hour	ALAE	ALAE
16	Special Reports	Per Hour	$125/hour	$125/hour

Should the claim volume increase. CCMSI would like the opportunity to negotiate a price increase to the fees listed above

Amend Scope of Work, page 2 of 38, Item xv to say:

xv. Medical only claims will be handled by the control office, however, if a medical only claim develops into a lost time injury, the case will be reassigned to a lost time adjuster. The control supervisor may alter this procedure if warranted but must indicate the exceptional reason in the claim file. Copies of correspondence indicating the status of claim must be provided to the City's Risk Management.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2024

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 Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER A : Continental Insurance Company 35289 INSURER B : National Fire Insurance Company of Hartford 20478 INSURER C : Great American Insurance Company 16691 INSURER D : INSURER E : 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: X POLICY PRO-JECT LOC OTHER:			6079556217	11/17/2024	11/17/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6079556220	11/17/2024	11/17/2025	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			6079556248	11/17/2024	11/17/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	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		6079556234	11/17/2024	11/17/2025	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
C	Err & Omissions			TER 5325822	7/31/2024	7/31/2025	SIR $150K	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured with respect to General Liability when required by written Contract:
1. City of Santa Fe

CERTIFICATE HOLDER

City of Santa Fe
ATTN: Risk Management
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

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From: DUTTON-LEYDA, TRAVIS K.
To: LOVATO, MELANIE Y.
Subject: RE: Determination for RFP
Date: Tuesday, December 31, 2024 1:42:46 PM
Attachments: image002.jpg
image003.png

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



More Procurement, less drama ~ John Blair

From: LOVATO, MELANIE Y. <mylovato@santafenm.gov>
Sent: Tuesday, December 31, 2024 11:16 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination for RFP
Importance: High

Hello Travis,

Please provide determination of services for third party administer to handle all general liability and workers comp claims.
The Contractor shall provide the following services-for the City:
A. Self-insured Claims Administration for Workers Compensation and all General Liability claims to include Law Enforcement, Employment Practices, and Public Officials.
1. Review all claims and loss reports received from City during the term of this Agreement and process each
claim or loss report in accordance with applicable statutory and administrative regulations.
2. Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.
3. Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor in connection with processing any qualified claim or loss.
4. Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if in the sole judgment of Contractor, such payment would be prudent for the City and the anticipated amount thereof does not exceed the limit specified or the City specifically approves or directs such action in writing.
5. Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.
6. Maintain a file for each qualified claim or loss which shall become the property of City and which shall be available for review by the City at any reasonable time.
7. Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the current status of those claims or losses, unless relieved of this obligation by the City, pursuant to paragraph 2(A) below.
8. The Contractor's control supervisor shall review all open claims, at least monthly

to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).
9. The Contractor shall assist the City Attorney with selection of counsel to defend qualified claims or losses, if requested by the City.
10. The Contractor shall assist the City's counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions.
11. Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date but is not trended or actuarially developed.
12. Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:
i. Composite claim summary, with graphs by all claims yearly and monthly
ii. Accident trend report, with graphs by Law Enforcement, Employment Practices, and Public Officials monthly
iii. Loss analysis report, with graphs by all claims monthly
iv. State reports, as needed
v. Accumulated report monthly
vi. Injury codes to identify body part and type
vii. Number system of claims to identify type
viii. Program access City staff
ix. Indexing
x. Check register monthly
These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.
21. Annually report federal, state and local 1099 information under the City's tax identification numbers, when the City has provided all required IRS authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.
13. Provide narrative reports of major or litigated claims, if requested by the City.
3
14. Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.
15. Return to the City all claim files upon termination of the contract at the City's expense.
D. Program Development, upon the City's request:
(1) Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.
(2) Participate in the orientation of the City's personnel who are directly or

indirectly involved in the processing of qualified claims or losses.
(3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.
(4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend corrective action.
E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.
F. Contractor shall not provide any risk mitigation services.
G. Contractor may subcontract to its affiliated corporation's various services to be provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.
H. Claim Administration.
1) Claim Management and Administration. In compliance with its Best Practices, TPA will manage and administer claims involving all claims. during the period of this Agreement. Claim payments shall be made with Client funds. TPA will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
2) Claim Settlement. TPA will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
3) Claim Reserves. TPA will recommend reserves for unpaid reported claims and unpaid claim expenses.
4) Allocated Claim Expenses. TPA will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by TPA. Allocated Claim Expenses will include, but not be limited to, charges for:
(a) Independent medical examinations of claimants.
(b) Managed care expenses, which include the services provided by comp me TM, TPA's proprietary managed care program. Examples of managed care expenses includes but is not limited to PPO networks, utilization review, nurse case management, medical bill audits and medical bill review;
(c) Fraud detection expenses, such as surveillance, which include the services provided by fire, TPA's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
(d) Attorneys, experts and special process servers;

(e) Court costs, fees, interest and expenses;
(f) Depositions, court reporters and recorded statements;
(g) Independent adjusters and appraisers;
(h) Index bureau and OFAC (Office of Foreign Assets Control) Charges;
(i) MMSEA/SCHIP compliance charges;
(j) Electronic Data Interchanges, EDI, charges if required by State law;
(k) TPA personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
(l) Actual reasonable expenses incurred by TPA employees outside the State for meals, travel, and lodging in conjunction with claim management;
(m) Police, weather and fire report charges that are related to claims being administered under Client's program;
(n) Charges associated with accident reconstruction, cause and origin investigations, etc.;
(o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
(p) Charges associated with Medicare Set-Aside Allocations;
(q) Other expenses normally recognized as ALAE by industry standards.

I. Subrogation. TPA will monitor claims for subrogation

J. Provision of Reports. TPA agrees to provide reports to the Client as upon request.

K. Risk Management Services. TPA will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.

Thank you
Melanie

Melanie Lovato
Risk & Safety Division
Email: mylovato@santafenm.gov
Phone: (505) 955-6080 | Cell: (505) 490-1693
Website: www.santafenm.gov

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From: Matt Loehman
To: LOVATO, MELANIE Y.
Subject: Re: procurement opportunity for TPA services
Date: Thursday, January 2, 2025 8:43:45 AM
Attachments: image001.png

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 morning Melanie,

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 Tue, Dec 31, 2024 at 1:45 PM LOVATO, MELANIE Y. <mylovato@santafenm.gov> wrote:

> Good afternoon, Matt,
>
> We wanted to see if you provide the following services. Thank you!
>
> Please provide determination of services for third party administer to handle all general liability and workers comp claims.

The Contractor shall provide the following services-for the City:

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claim or loss report in accordance with applicable statutory and administrative regulations.

2. Conduct an investigation of each reported claim or loss under subparagraph (1)

above (hereinafter referred to as a "qualified claim or loss") to the extent deemed

necessary by Contractor in the performance of its obligations hereunder.

3. Arrange for independent investigators or medical or other experts to the extent

deemed necessary by Contractor in connection with processing any qualified claim

or loss.

4. Pay medical and death benefits, temporary and permanent disability compensation

and other losses and expenses, but only if in the sole judgment of Contractor, such

payment would be prudent for the City and the anticipated amount thereof does not

exceed the limit specified or the City specifically approves or directs such action in

writing.

5. Perform reasonable and necessary administrative and clerical work in connection

with qualified claims or losses including the preparation of checks bearing the name

of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.

6. Maintain a file for each qualified claim or loss which shall become the property of

City and which shall be available for review by the City at any reasonable time.

7. Notify excess insurers of all qualified claims or losses with values that may exceed

the City's retention, providing such insurers with necessary information on the

current status of those claims or losses, unless relieved of this obligation by the

City, pursuant to paragraph 2(A) below.

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i. Composite claim summary, with graphs by all claims yearly and monthly

ii. Accident trend report, with graphs by Law Enforcement, Employment Practices, and Public Officials monthly

iii. Loss analysis report, with graphs by all claims monthly

iv. State reports, as needed

v. Accumulated report monthly

vi. Injury codes to identify body part and type

vii. Number system of claims to identify type

viii. Program access City staff

ix. Indexing

x. Check register monthly

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3

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(2) Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.

(3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.

(4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend corrective action.

E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.

F. Contractor shall not provide any risk mitigation services.

G. Contractor may subcontract to its affiliated corporation's various services to be

provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.

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(c) Fraud detection expenses, such as surveillance, which include the services provided by fire, TPA's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

(d) Attorneys, experts and special process servers;

(e) Court costs, fees, interest and expenses;

(f) Depositions, court reporters and recorded statements;

(g) Independent adjusters and appraisers;

(h) Index bureau and OFAC (Office of Foreign Assets Control) Charges;

(i) MMSEA/SCHIP compliance charges;

(j) Electronic Data Interchanges, EDI, charges if required by State law;

(k) TPA personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;

(I) Actual reasonable expenses incurred by TPA employees outside the State for meals, travel, and lodging in conjunction with claim management;

(m) Police, weather and fire report charges that are related to claims being administered under Client's program;

(n) Charges associated with accident reconstruction, cause and origin investigations, etc.;

(o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;

(p) Charges associated with Medicare Set-Aside Allocations;

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K. Risk Management Services. TPA will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.

Thank you

Melanie

Melanie Lovato

Risk & Safety Division

Email: mylovato@santafenm.gov
Phone: (505) 955-6080 | Cell: (505) 490-1693

Website: www.santafenm.gov



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CITY OF SANTA FE

The Purchasing Memo

Date: June 9, 2025

To: Governing Body and Finance Committee

From: Melanie Lovato, Risk Analyst

Via: Mark Scott, City Manager

Subject: Professional Services Contract for Insurance Broker Services

Vendor Name: Arthur J. Gallager (AJ Gallagher)

Munis Vendor Number: 8195

ITEM AND ISSUE:

Risk and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of $293,188.13 including gross receipts tax for comprehensive Insurance Broker Services for a term of 4 years with Arhtur J. Gallagher (AJ Gallagher). RFP #25127-Insurance Broker Services

CONTRACT NUMBER:

The FY25-FY29 contract number is 3250637

BACKGROUND AND SUMMARY:

The City operates a self-insurance program that includes a broad range of coverages and retention limits. To support this program, the City engages an Insurance Broker to identify and secure appropriate insurance coverages as needed, offer expert guidance on policies, coverages, and limits, and assist staff with various aspects of implementing and managing the self-insurance program.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Risk Management, 600

Munis Org Name/Number: Risk Management Admin/6001750

Munis Object Name/Number: Gen Liab-Third Party Admin/555300

Budget Officer / Designee: ALEXIS LOTERO (Jun 17, 2025 13:12 MDT) **Date:** 06/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP #25127

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 06/17/2025

CPO Comment/Exceptions: COI with City as certificate holder will be uploaded in Munis to record

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:

CPO Service Determination Email
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

((Item #: _____
Munis Contract #: _____
RFP#: 25127

CITY OF SANTA FE

PROFESSIONAL SERVICES 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 **Arthur J. Gallagher** (AJ Gallagher) hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall perform the following services-for the City:

A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and/or staff of City departments as requested.

B. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverage. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.

C. Assure that insurance policies are placed in a timely manner, without lapses in coverage , and with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.

D. Review policy and other documents in detail within 14 days of receipt of the documents; review for the accuracy of each policy, binder, certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions is complete and accurate, and in compliance with financial arrangements and administrative policies and procedures of the City.

E. When the contractor approaches more than one market for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of
coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives; including types, availability, cost; and extent of coverages that should be considered. Provide oversight and ensure compliance of third-party administrators assigned to handle the City's accounts.

I. Be responsible for receiving insurance funds from the insurer for disbursement to the providers. Ensure that all necessary documentation and approvals are obtained from both the insurer and the provider(s). Distributing the appropriate amounts to the Provider(s) in a timely manner after verifying payment.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Brokerage Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed $271,000.00 excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $22,188.13 shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $293,188.13.**

B. Payment. The total compensation under this Agreement shall not exceed $271,000.00 excluding New Mexico gross receipts tax.

C. 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 Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY or July 1, 2025, whichever date is later. This Contract shall terminate **four (4) years from the effective date** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement 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 Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this 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 6, "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.*

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

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

14. Amendment

A. This 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 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. Entire Agreement.

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

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.

All terms and conditions of the RFP 25127 Insurance Broker Services and the Contractor's response to such document(s) are incorporated herein by reference and are 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. Professional Liability Insurance

The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract. Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s). Except for Professional Liability and Workers' Compensation coverages, the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

A. **Professional Liability Insurance** Contractor shall maintain professional liability insurance throughout the term of this Contract with limits not less than $1,000,000 per claim and $3,000,000 in the aggregate.

B. **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.

C. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident. This coverage is required if Contractor will be performing services at the City's facilities or property.

D. **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

E. **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.

F. **Primary and Noncontributory**. The insurance required to be maintained by Contractor shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

G. **Acceptability of Insurers**. Unless otherwise reviewed and accepted by the City, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the state of New Mexico, or approved by the Surplus Lines Association.

H. **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

I. **Notices; Cancellation or Reduction of Coverage**. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the City, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

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. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

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:
Melanie Lovato, Risk Management
P.O. Box 909
Santa Fe, NM 87504-0909
(O)505- 955-6080
mylovato@santafenm.gov

To the Contractor:
Arthur J. Gallagher (AJ Gallagher)
Nasreen Kopecky, Account Executive
18201 Von Karman #200
(O) 949-349-9857 (M) 949-235-0169
nasreen_kopecky@ajg.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 a binding contract.

29. 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's Chief Procurement Officer.

30. Default/Breach

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

31. Equitable Remedies

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

32. Default and Force Majeure

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

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:

~~MARK SCOTT, CITY MANAGER~~
ALAN WEBBER, CITY MAYOR

CONTRACTOR: **Arthur J. Gallagher**

Maria King
MARIA KING, AREA PRESIDENT

DATE: 5/14/2025

NMBTIN#: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (May 14, 2025 17:02 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

From: DUTTON-LEYDA, TRAVIS K.
To: LOVATO, MELANIE Y.; Purchasing DET
Subject: RE: Determination for Broker Services
Date: Tuesday, December 31, 2024 1:42:13 PM
Attachments: image002.jpg
image003.png

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov

  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



More Procurement, less drama ~ John Blair

From: LOVATO, MELANIE Y. <mylovato@santafenm.gov>
Sent: Tuesday, December 31, 2024 1:39 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for Broker Services

Hello Travis,

Please provide determination of services for broker services

Broker Services

The scope of work is to be used as a general guide and is not intended to be a complete list of all work necessary to fulfill the City's Insurance Broker and Risk Management Consulting Service's needs. While the exact nature and extent of the services are subject to negotiations, the minimum professional services are as follows:

1. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and /or staff of City departments as requested.
2. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.
3. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.
4. Review policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.
5. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to

the recommended insurance program.

6. Issue certificates of insurance within three (3) business days following the date of request.

7. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

8. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverages that should be considered.

9. Provide oversight and ensure compliance of third party administrators assigned to handle the City accounts.

Thank you,
Melanie

Melanie Lovato
Risk & Safety Division
Email: mylovato@santafenm.gov
Phone: (505) 955-6080 | Cell: (505) 490-1693
Website: www.santafenm.gov



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From: Matt Loehman
To: LOVATO, MELANIE Y.
Subject: Re: procurement opportunity for Broker services
Date: Thursday, January 2, 2025 8:39:53 AM
Attachments: image001.png

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 morning Melanie,

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 Tue, Dec 31, 2024 at 1:47 PM LOVATO, MELANIE Y. <mylovato@santafenm.gov> wrote:

> Good afternoon, Matt,
>
> We wanted to see if you provide the following services. Thank you!
>
> **Broker Services**

The scope of work is to be used as a general guide and is not intended to be a complete list of all work necessary to fulfill the City's Insurance Broker and Risk Management Consulting Service's needs. While the exact nature and extent of the services are subject to negotiations, the minimum professional services are as follows:

1. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and /or staff of City departments as requested.

2. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.

3. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.

4. Review policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

5. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

6. Issue certificates of insurance within three (3) business days following the date of request.

7. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

8. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverages that should be considered.

9. Provide oversight and ensure compliance of third party administrators assigned to handle the City accounts.

Thank you

Melanie

Melanie Lovato

Risk & Safety Division

Email: mylovato@santafenm.gov
Phone: (505) 955-6080 | Cell: (505) 490-1693

Website: www.santafenm.gov



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ARTHUR J. GALLAGHER & CO.
MEMORANDUM OF INSURANCE

This Memorandum of Insurance ("Memorandum") is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, LLC ("Gallagher"). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website ("Site") provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names ("Content"), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

DATE: 5/1/2025

INSURED:
Arthur J. Gallagher & Co. and its subsidiaries
2850 West Golf Road
Rolling Meadows, IL 60008

Insurance Companies
A: ARCH INSURANCE COMPANY
B: THE CONTINENTAL INSURANCE COMPANY
C: XL INSURANCE AMERICA, INC
D: FEDERAL INSURANCE COMPANY
E: LEXINGTON INSURANCE COMPANY
F: XL SPECIALTY INS. COMPANY
G. UNDERWRITERS AT LLOYD'S LONDON
H. INDIAN HARBOR INSURANCE COMPANY

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 Memorandum 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.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS (In USD unless otherwise indicated)	
A	**Commercial General Liability** Occurrence Per location Aggregate	41GPP4938417	10/01/24	10/01/25	General Aggregate	4,000,000
					Products - Comp/Op Agg	4,000,000
					Personal and ADV Injury	2,000,000
					Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
A	**Automobile Liability** Any Auto	41CAB4939017-MA 41CAB4938317-A/O	10/01/24	10/01/25	Combined Single Limit	5,000,000
					Bodily Injury (per person)	
					Bodily Injury (per accident)	
B	**Excess/Umbrella Liability** Retention: $10,000	7034611269	10/01/24	10/01/25	Each Occurrence	25,000,000
					Aggregate	25,000,000
A	**Workers Compensation and Employers Liability**	41WCI4938117-FL 44WCI0501917 A/O	10/01/24	10/01/25	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
					EL Disease - Each Employee	1,000,000
					EL Disease – Policy Limit	1,000,000
C	**Property**	US00112916PR24A	10/01/24	10/01/25	Blanket Bldg. & PP	10,000,000
D	**Crime/Fidelity Bond** (Employee Dishonesty)	J06039418	09/01/24	09/01/25	Single Loss Limit	15,000,000
E	**Errors & Omissions** (Primary Policy)	016024438	10/01/24	10/01/25	Per Claim and Aggregate	12,000,000
F	**Errors & Omissions** (Excess Policy)	ELU199733-24	10/01/24	10/01/25	Per Claim and Aggregate	10,000,000
G	**Errors & Omissions** (Excess Policy)	FI0121924	10/01/24	10/01/25	Per Claim and Aggregate	15,000,000
H	**Cyber Liability**	MTP904630502	05/01/25	05/01/26	Limit of Liability	10,000,000

Description of Operations / Other Information: See ADDITIONAL INFORMATION on the following page.
This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

ARTHUR J. GALLAGHER & CO.
MEMORANDUM OF INSURANCE

ADDITIONAL INFORMATION

GENERAL LIABILITY POLICY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES *
Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WORKERS COMENPENSATION, GENERAL LIABILITY AND AUTOMOBILE LIABILITY
We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract as specified and approved per contract.

PROPERTY
This policy insures against “All Risks” of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.

IMPORTANT NOTICE

***All other Additional Insureds requests requires Legal approval and issuance of a Certificate of Insurance.**

***For special requests, such as a *WET SIGNATURE*, please contact the appropriate team: P&C – Doreen Morris or Renata Grzeskowiak; E&O – Frederick Arkin or Mari Maceri; Cyber – Jeremy Gillespie or Tina Stankowicz**

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

City of Santa Fe, New Mexico

memo

Date: June 13, 2025

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

Via: Jonathan M. Montoya, Acting Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request for Approval of Amendment No. 3 to Price Agreement Items # 21-0484 and 23-0182 with Sub Surface Contracting, Inc. to Increase Maximum Compensation by $13,303,193.75 for a New Total Contract Amount of $20,000,000.00 including NMGRT and to Increase Contract Term to 10 years with Future Yearly Budgets Set by Budget Availability, and for a BAR in the amount of $3,000,000 for FY26

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 3202929

ITEM AND ISSUE:

The Water Division requests approval of Amendment No. 3 to Price Agreement Item # 21-0484 and Item # 23-0182 with Sub Surface Contracting, Inc. (Sub Surface) to increase maximum compensation by $13,303,193.75 for a new total contract amount of $20,000,000.00 including NMGRT and to increase contract term to 10 years with future yearly budgets set by budget availability, and for a BAR in the amount of $3,000,000 for FY26. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendment No. 3 to Price Agreement #21-0484 and #23-0182

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement (PLR) Price Agreement, CIP # 3058 to Sub Surface and AAC for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

Amendment No.1 was approved May 2023 to increase maximum compensation to $5,040,000. January 2025 to t.

Amendment No.2 was approved January 2025 to correct supply chain delays on the previous Sub Surface PLR contract that required $467,000.00 to be paid under this contract and increase the contract maximum amount to $6,656,806.25.

Sub Surface and AAC are the primary PLR contractors for repair and replacement of main line breaks. The Water division is requesting approval to extend the contract term with Sub Surface Contracting, Inc. to 10 years from award date and to increase the maximum contract amount to $20,000,000.00 including NMGRT. If approved the extended contract term will end on June 30, 2031.

The Water Division is also requesting approval of the attached BAR for $3,000,000.00 (including NMGRT) to allow for FY26 work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** 06/17/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number for Sub Surface is 3202929

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS LOTERO (Jun 17, 2025 10:36 MDT) **Date:** 06/17/2025
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: Contract is used to replace obsolete sections of our water main lines.

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

Project Ledger #: WTR2550502

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden **Date:** 06/17/2025
Comment/Exceptions: Please ensure that services provided are not related to routine maintenance, emergency repairs, undefined services or general services not related to the CIP project.

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:

ATTACHMENTS:

1. Amendment No. 3 to Contract 3202929 Sub Surface Construction
2. Budget Adjustment Resolution
3. Original Contract Packet with Amendments

cc:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	6/2/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	PL WTR2550521	3,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Please see attached memo for amendment 3 to Sub Surface contract 3202929 for priority line repair and replacement services for FY26.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(3,000,000)
TOTAL:	**(3,000,000)**

Jonna Leigh Stack for Bill Huey — 6/2/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

06/11/2025
Interim Dept. Director Signature, Jesse Roach — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Jun 17, 2025 10:36 MDT)
06/17/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item # _____
Munis Contract # 3202929
Original Contract Item # 23-0182
ITB # 21/43/B

CITY OF SANTA FE
AMENDMENT No. 3 TO
PRICE AGREEMENT # 21-0378

This AMENDMENT No.3 the "Amendment") amends the CITY OF SANTA FEPRICE AGREEMENT, dated September 10, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc., (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 On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe Water Division.

B. Pursuant to Article 1 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of thirteen million, three hundred and three thousand, one hundred and ninety-three dollars and seventy-five cents ($13,303,193.75)so that Article 2, paragraph A reads in its entirety as follows:

> A. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax (NMGRT) and expenses, shall not exceed twenty million dollars ($20,000,000.00) for the term of this Agreement. The applicable gross receipts tax shall be shown as a separate amount on each billing or
> request for payment made under the contract consistent with NMSA 1978, sec. 13-1-108.

.

B. Unit Rate Price Adjustments:

To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension.

The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. **No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:
Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase
Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

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: CONTRACTOR:

Sub Surface Construction Inc.

Jeremey Sanderson

ALAN WEBBER, MAYOR

Jeremey Sanderson, Superintendent

DATE:_____

DATE: 06/09/2025

CRS # 02104256000

Registration # 46991

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 9, 2025 11:49 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Subsurface Contracting 3202929 3

Final Audit Report 2025-06-09

Created:	2025-06-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2h071jd4o4xBDFzxrVIZVr0pWesVmOHp

"Subsurface Contracting 3202929 3" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-09 - 5:43:10 PM GMT- IP address: 63.232.20.2

Document emailed to Jeremey Sanderson (jeremey@subsurfacecontracting.com) for signature
2025-06-09 - 5:44:13 PM GMT

Email viewed by Jeremey Sanderson (jeremey@subsurfacecontracting.com)
2025-06-09 - 5:44:19 PM GMT- IP address: 74.125.212.198

Document e-signed by Jeremey Sanderson (jeremey@subsurfacecontracting.com)
Signature Date: 2025-06-09 - 5:45:04 PM GMT - Time Source: server- IP address: 208.85.33.14

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-06-09 - 5:45:06 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-06-09 - 5:48:49 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-06-09 - 5:49:23 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-06-09 - 5:49:23 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2024

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACUITY, A Mutual Insurance Company 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : 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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2024	7/1/2025	Ded: $500 / Limit:	200,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
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



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AGENCY CUSTOMER ID: SUBSURF-01 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, Transmission & Distribution Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0182 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $1,656,806.25 for a New Total Contract Amount of $6,696,806.25 including NMGRT) (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

Contract Number: 3202929

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0182 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $1,656,806.25 for a New Total Contract Amount of $6,696,806.25 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement #23-0182

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both Sub Surface Contracting and A.A.C. Construction LLC for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

Due to Supply Chain delays, $467,000.00 in orders from Sub Surface on the previous contract were delayed until after this contract was in effect and were paid under this contract. Another change Order had been drafted to handle this expense and was assumed to have been handled in the past, but never made it onto the official contract. Current contract possible funding for Sub Surface is limited to $29,713.52 without approval of Amendment #2.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of $1,000,000 to this contract, $500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of $1,656,806.25 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** Nov 1, 2024
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number for Sub Surface is 3202929
The FY25 Project ledger number for Priority Line Replacements is WTRR2550521

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** Oct 31, 2024
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: Contract is used to repair main water line breaks and to replace smaller sections of main water lines.

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

Project Ledger #: _____

Anticipated length of project: To be determined _____

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:
Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:
Contract 3202929 Amendment No. 2
Budget Adjustment Request (BAR)

cc:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,656,807	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,656,807	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Please see attached Memo.

Contract (3202929) with Sub Surface Contracting Inc for priority line repairs Amendment No. 2

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,656,807)
TOTAL:	**(1,656,807)**

Jonna Leigh Stack for Bill Huey — 10/28/2024
Prepared By *{print name}* — Date

Oct 31, 2024
Division Director Signature *{optional}* — Date

John Dupuis (Oct 31, 2024 15:26 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2024

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACUITY, A Mutual Insurance Company — 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : 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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2024	7/1/2025	Ded: $500 / Limit:	200,000

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

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
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



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AGENCY CUSTOMER ID: SUBSURF-01 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Item # 23-0182
Munis# 3202929

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PRIORITY LINE REPLACEMENT
PRICE AGREEMENT
ITEM# 21-0484

This AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT dated September 8, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services for the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the "up to" amount by two million seven hundred and ninety thousand dollars ($2,790,000), so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to four million six hundred forty nine thousand nine hundred and twenty seven dollars and ninety five cents ($4,649,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred eighty nine thousand eight hundred forty three dollars and seventy five cents ($390,072.05) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not five million forty thousand dollars ($5,040,000.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 City of Santa Fe Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 1, 2023

CONTRACTOR:
SUB SURFACE CONTRACTING.

NAME & TITLE

Date: 3-28-2023
CRS# 02104256000
Registration #46991

ATTEST:

KRISTINE BUSTOS MIHELCIC ,CITY CLERK XIV
GB MTG 04/26/23

APPROVED AS TO FORM:

Patricia Feghali
PatriciaFeghali (Mar 24, 2023 10:06 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 30, 2023 22:28 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536
Org/Obj

City of Santa Fe, New Mexico

memo

Date: March 28, 2023

To: Finance Committee / Public Works-Public Utilities Committee

Via: Emily Oster, Finance Director EKO
Travis Dutton-Leyda, Chief Procurement Officer TDL
John Dupuis, Public Utilities Department Director JD
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer Associate BH

RE: Request approval of Amendment #1 to add funds to the Priority Line Replacement Price Agreement, CIP # 3058 Sub Surface Constructionin the amount of $2,790,000 including NMGRT for the remainder of the contract term (FY2024-25).

ITEM AND ISSUE:

The Water Division requests increasing the amount of award for bid number '21/43/B for the FY 22/23 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Construction by $2,790,000.00 inclusive of NMGRT for the remaining three (3) Fiscal Years, FY 2022-23 until FY2024-25.

Approval of the BAR – Budget Increase in the amount of $5,000,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2023, of which $2,790,000 is for this amendment.

BACKGROUND AND SUMMARY:

City Council has awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. (Sub Surface) and A.A.C. Construction, LLC (AAC) for four (4) Fiscal Years, FY 2021-22 until FY2024-25 in the amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

Current expenditures on this contract are still at or below the initial contract amount. Current work on the contract will need additional funds. The contract funding needed for the completion of the contract term for Sub Surface is $2,790,000 inclusive of NMGRT. Total funding for the entire contract with AAC will be $5,040,000 inclusive of NMGRT. Funding for this amendment #1 will be available upon approval of the BAR/ Increase attached to Item D, AAC PLR Amendment #1 on this agenda. The BAR is in the amount of $5,000,000 including $2,790,000 for Sub Surface PLR #1 and $2,210,000 for AAC PLR #1 for a combined amount of $2,790,000 for a combined amount of $5,000,000.

PROCUREMENT:
21/43/B for the FY 2022 Priority Line Replacement

CONTRACT NUMBER:

A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2023
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of increase of contract amount to Sub Surface Construction for the Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of $2,790,000 for a total amount of $5,040,000 inclusive of NMGRT through FY2024-25.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	3/17/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 5,000,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Amendments #1 to A.A.C Construction and Sub Surface for

FY 23 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(5,000,000)
TOTAL:	**(5,000,000)**

Maya Martinez 3/17/2023
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

John Dupuis (Apr 4, 2023 17:41 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 4/5/23
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202929**

Contractor: **Sub Surface Contracting**

Description: **CIP# 3058 Priority Line Replacement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: Contract $2,250,000

Amendment # 1 to the Original Contract / Lease # 21-0484

Increase/(Decrease) Amount $ 2,790,000

Extend Termination Date to: N/A

☉ Approved by Council Date: Pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract # 21-0484 $2,250,000 approved 9/8/21

3. **Procurement History: 21/43/B**

Purchasing Officer Review: Apr 5, 2023 Date:

Comment & Exceptions: Amending compensation

4. **Funding Source: Water Enterprise Fund CIP** **Org / Object: 5050395.572970**

Andy Hopkins
Andy Hopkins (Apr 5, 2023 17:18 MDT)

Budget Officer Approval: Apr 5, 2023 Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: March 28, 2022

Classification: Contractor - Specialty

Expiration Date: March 28, 2023

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
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

Rev 16 2.7.2020

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2022

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.

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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			Z75944	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X PD Ded: $500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			Z75944	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			Z75944	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		0692	1/1/2023	1/1/2024	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2022	7/1/2023	Ded: $500/Limit:	200,000

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

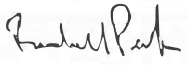
CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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



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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 5, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Sub Surface Contracting, Inc.	$892,448.25	$821,052.39
A.A.C. Construction, LLC	$933,364.22	
TLC Plumbing & Utility	$1,158,308.40	
Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

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AUTHORIZED REPRESENTATIVE

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SUBSURF-01 DONISCHUK

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INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACUITY, A Mutual Insurance Company — 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : INSURER F :

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

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A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
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CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

Issued Date: April 01, 2021

Expiration Date: April 01, 2022

CRS Number: 02104256000

License Type: Business License - Renewable

Classification: Contractor - Specialty

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
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☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Fran Dunaway, Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
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TLC Plumbing & Utility	$1,158,308.40	
Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 3,500,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for

FY 2022 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,500,000)
TOTAL:	**(3,500,000)**

Maya Martinez 8/17/2021
Prepared By {print name} Date

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

Andy Hopkins 8/20/21
Andy Hopkins (Aug 20, 2021 11:52 MDT)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature {optional} Date

Shannon Jones 3/19/2021
Department Director Signature Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Item#**21-0484**
Munis Contract# 3202929

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, 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.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work and as described is Exhibit "A" attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among theparties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to two million seventy four thousand nine hundred twenty seven and ninety five cents ($2,074,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred seventy five thousand seventy two dollars and five cents ($175,072.05) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not two million two million two hundred and fifty thousand dollars ($2,250,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of

termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or anyother benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 specifiedin 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 specifiedin 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article
13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

14. 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 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) Agreement compensation, as outlined in Article 2; or
5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

19. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexicoover any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor 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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 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 tothe 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 minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit bi11ings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto 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 anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive 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 unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing andshall 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Sub Surface Contracting Inc.
27 A Paseo de River
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 10, 2021

CONTRACTOR:

Neal Keiper
Neal Keiper (Aug 19, 2021 13:26 MDT)
NAME

President
TITLE

DATE: Aug 19, 2021

CRS# 02104256000
Registration # 46991

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:12 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 19, 2021 10:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	$ 32.50	$ 1,137.50	$ 30.00	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	$ 38.00	$ 1,330.00	$ 36.00	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	$ 36.00	$ 3,600.00	$ 34.00	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$ 43.50	$ 2,175.00	$ 42.00	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	$ 40.50	$ 6,075.00	$ 39.00	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	$ 49.00	$ 3,675.00	$ 48.00	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	$ 46.75	$ 9,350.00	$ 45.50	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$ 56.00	$ 1,960.00	$ 52.00	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	$ 52.00	$ 5,200.00	$ 49.00	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$ 69.37	$ 3,468.50	$ 66.75	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	$ 66.25	$ 9,937.50	$ 64.50	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	$ 87.00	$ 4,350.00	$ 79.00	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	$ 103.50	$ 5,175.00	$ 97.00	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	$ 167.50	$ 8,375.00	$ 100.00	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$ 42.00	$ 1,470.00	$ -	$ -
80	50	LF	4" DI Water Main, cip, <100'	$ 63.75	$ 3,187.50	$ 57.50	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	$ 56.50	$ 5,650.00	$ 56.00	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$ 63.50	$ 4,762.50	$ 53.00	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	$ 56.50	$ 14,125.00	$ 51.00	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	$ 68.00	$ 5,100.00	$ 60.25	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	$ 73.00	$ 18,250.00	$ 58.00	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$ 77.00	$ 2,695.00	$ 65.00	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	$ 74.00	$ 7,400.00	$ 63.00	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	$ 99.00	$ 4,950.00	$ 78.00	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$ 89.50	$ 8,950.00	$ 74.00	$ 7,400.00
130	50	LF	14" DI Water Main, cip	$ 115.50	$ 5,775.00	$ 87.00	$ 4,350.00
135	50	LF	16" DI Water Main, cip	$ 139.50	$ 6,975.00	$ 101.00	$ 5,050.00
140	50	LF	24" DI Water Main, cip	$ 207.00	$ 10,350.00	$ 159.00	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$ 41.00	$ 3,075.00	$ 8.00	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	$ 98.00	$ 4,900.00	$ 12.00	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$ 154.00	$ 3,850.00	$ 30.00	$ 750.00
160	20	CY	Rock Excavation	$ 325.00	$ 6,500.00	$ 220.00	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$ 50.00	$ 15,000.00	$ 65.00	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$ 36.00	$ 2,700.00	$ 24.00	$ 1,800.00
175	1,000	LB	Fitting Installation	$ 4.50	$ 4,500.00	$ 4.00	$ 4,000.00
180	500	LB	Fitting Insertion	$ 26.00	$ 13,000.00	$ 34.00	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$ 60.00	$ 1,500.00	$ 65.00	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$ 86.50	$ 4,325.00	$ 105.00	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$ 98.50	$ 4,925.00	$ 119.00	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$ 123.00	$ 2,460.00	$ 121.00	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$ 147.50	$ 2,950.00	$ 145.00	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$ 184.50	$ 3,690.00	$ 179.00	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$ 275.00	$ 2,750.00	$ 250.00	$ 2,500.00
220	25	EA	4"Joint Harness	$ 70.50	$ 1,762.50	$ 40.00	$ 1,000.00
225	50	EA	6" Joint Harness	$ 95.00	$ 4,750.00	$ 110.00	$ 5,500.00
230	50	EA	8" Joint Harness	$ 125.00	$ 6,250.00	$ 120.00	$ 6,000.00
235	20	EA	10" Joint Harness	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00
240	20	EA	12" Joint Harness	$ 192.50	$ 3,850.00	$ 180.00	$ 3,600.00
245	20	EA	14" Joint Harness	$ 370.00	$ 7,400.00	$ 375.00	$ 7,500.00
250	10	EA	16" Joint Harness	$ 427.50	$ 4,275.00	$ 410.00	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$ 315.00	$ 3,150.00	$ 250.00	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$ 1,350.00	$ 2,700.00	$ 1,350.00	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$ 1,567.50	$ 6,270.00	$ 1,500.00	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$ 1,900.00	$ 7,600.00	$ 1,800.00	$ 7,200.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$ 2,250.00	$ 4,500.00	$ 2,100.00	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$ 2,650.00	$ 10,600.00	$ 2,300.00	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$ 4,747.50	$ 4,747.50	$ 4,200.00	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	$ 3,587.50	$ 3,587.50	$ 3,100.00	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	$ 6,050.00	$ 6,050.00	$ 4,100.00	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$ 807.50	$ 1,615.00	$ 850.00	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	$ 925.00	$ 1,850.00	$ 1,200.00	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	$ 1,200.00	$ 6,000.00	$ 1,525.00	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	$ 1,650.00	$ 8,250.00	$ 1,725.00	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	$ 2,315.00	$ 2,315.00	$ 2,325.00	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	$ 2,900.00	$ 5,800.00	$ 2,800.00	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$ 792.50	$ 792.50	$ 700.00	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	$ 1,837.50	$ 1,837.50	$ 1,800.00	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	$ 1,950.00	$ 19,500.00	$ 1,825.00	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	$ 2,475.00	$ 7,425.00	$ 2,000.00	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	$ 4,000.00	$ 4,000.00	$ 3,700.00	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	$ 4,552.50	$ 4,552.50	$ 4,200.00	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	$ 7,025.00	$ 7,025.00	$ 6,500.00	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	$ 16,755.00	$ 16,755.00	$ 16,190.00	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$ 23,750.00	$ 23,750.00	$ 23,250.00	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$ 4,975.00	$ 4,975.00	$ 4,850.00	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	$ 7,680.00	$ 7,680.00	$ 6,600.00	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	$ 10,042.50	$ 10,042.50	$ 9,125.00	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$ 2,987.50	$ 14,937.50	$ 3,200.00	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$ 767.50	$ 1,535.00	$ 700.00	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$ 1,017.50	$ 1,017.50	$ 920.00	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	$ 1,350.00	$ 1,350.00	$ 700.00	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	$ 887.50	$ 887.50	$ 575.00	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	$ 1,657.50	$ 1,657.50	$ 1,500.00	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	$ 1,420.00	$ 1,420.00	$ 1,300.00	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	$ 6,780.00	$ 6,780.00	$ 6,725.00	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	$ 7,065.50	$ 7,065.50	$ 6,950.00	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	$ 8,432.50	$ 8,432.50	$ 8,195.00	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$ 11,091.50	$ 11,091.50	$ 10,800.00	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	$ 15,362.50	$ 15,362.50	$ 14,925.00	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	$ 29,837.50	$ 29,837.50	$ 29,500.00	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	$ 2,970.00	$ 2,970.00	$ 2,750.00	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	$ 4,245.00	$ 4,245.00	$ 3,940.00	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	$ 825.00	$ 825.00	$ 450.00	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	$ 1,025.00	$ 1,025.00	$ 550.00	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	$ 1,275.00	$ 1,275.00	$ 750.00	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	$ 4,000.00	$ 4,000.00	$ 3,185.00	$ 3,185.00
495	20	EA	Valve Box, cip.	$ 575.00	$ 11,500.00	$ 625.00	$ 12,500.00
500	5	EA	Valve Box Replacement	$ 750.00	$ 3,750.00	$ 775.00	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	$ 425.00	$ 2,125.00	$ 325.00	$ 1,625.00
510	3	EA	Valve Box Adjustment	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	$ 200.00	$ 200.00	$ 250.00	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$ 925.00	$ 3,700.00	$ 825.00	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$ 1,000.00	$ 8,000.00	$ 1,050.00	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$ 1,500.00	$ 12,000.00	$ 1,075.00	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$ 1,000.00	$ 7,000.00	$ 1,025.00	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	$ 8,900.00	$ 8,900.00	$ 8,995.00	$ 8,995.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
545	1	ACRE	Native Seeding	**$ 2,600.00**	$ 2,600.00	**$ 2,275.00**	$ 2,275.00
550	1	EA	Bollards (pair)	**$ 1,180.00**	$ 1,180.00	**$ 975.00**	$ 975.00
555	18	LF	4" Steel Casing	**$ 31.37**	$ 564.66	**$ 95.00**	$ 1,710.00
560	18	LF	4" PVC Casing	**$ 15.40**	$ 277.20	**$ 75.00**	$ 1,350.00
565	18	LF	14" Steel Casing	**$ 107.43**	$ 1,933.74	**$ 175.00**	$ 3,150.00
570	18	LF	16" Steel Casing	**$ 124.02**	$ 2,232.36	**$ 200.00**	$ 3,600.00
575	18	LF	18" Steel Casing	**$ 144.03**	$ 2,592.54	**$ 275.00**	$ 4,950.00
580	18	LF	22" Steel Casing	**$ 234.94**	$ 4,228.92	**$ 300.00**	$ 5,400.00
585	18	LF	26" Steel Casing	**$ 290.67**	$ 5,232.06	**$ 400.00**	$ 7,200.00
590	18	LF	28" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
595	18	LF	30" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
600	18	LF	36" Steel Casing	**$ 287.03**	$ 5,166.54	**$ 500.00**	$ 9,000.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	**$ 575.00**	$ 28,750.00	**$ 40.00**	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	**$ 62.00**	$ 1,116.00	**$ 39.00**	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	**$ 29.50**	$ 737.50	**$ 65.00**	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	**$ 17.70**	$ 3,540.00	**$ 65.00**	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	**$ 97.50**	$ 975.00	**$ 90.00**	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	**$ 132.50**	$ 1,325.00	**$ 95.00**	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	**$ 12.00**	$ 600.00	**$ 25.00**	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	**$ 65.00**	$ 650.00	**$ 30.00**	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 72.00**	$ 3,600.00	**$ 75.00**	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 84.96**	$ 849.60	**$ 75.00**	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 1,675.60	**$ 75.00**	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 7,450.00	**$ 75.00**	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 745.00	**$ 75.00**	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 167.56	**$ 75.00**	$ 75.00
695	10	SY	Replace Concrete Pavement	**$ 261.50**	$ 2,615.00	**$ 275.00**	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	**$ 155.00**	$ 1,550.00	**$ 170.00**	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	**$ 56.00**	$ 560.00	**$ 85.00**	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	**$ 66.00**	$ 660.00	**$ 120.00**	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0'-3"	**$ 34.00**	$ 5,100.00	**$ 35.00**	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	**$ 1,262.50**	$ 5,050.00	**$ 1,475.00**	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	**$ 1,662.50**	$ 3,325.00	**$ 1,775.00**	$ 3,550.00
740	2	EA	Service, 1", New Main	**$ 1,887.50**	$ 3,775.00	**$ 1,825.00**	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
750	1	EA	Service, 2", New Main	**$ 3,985.00**	$ 3,985.00	**$ 3,870.00**	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	**$ 1,450.00**	$ 7,250.00	**$ 1,475.00**	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	**$ 1,912.50**	$ 3,825.00	**$ 1,775.00**	$ 3,550.00
765	1	EA	Service, 1", Existing Main	**$ 1,900.00**	$ 1,900.00	**$ 1,825.00**	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
775	1	EA	Service, 2", Existing Main	**$ 4,300.00**	$ 4,300.00	**$ 3,870.00**	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	**$ 1,602.50**	$ 8,012.50	**$ 1,475.00**	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	**$ 1,950.00**	$ 3,900.00	**$ 1,775.00**	$ 3,550.00
790	1	EA	Service Replacement, 1"	**$ 2,100.00**	$ 2,100.00	**$ 1,825.00**	$ 1,825.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
795	1	EA	Service Replacement, 1 1/2"	**$ 3,875.00**	$ 3,875.00	**$ 3,450.00**	$ 3,450.00
800	1	EA	Service Replacement, 2"	**$ 4,512.00**	$ 4,512.00	**$ 3,870.00**	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	**$ 1,000.00**	$ 3,000.00	**$ 895.00**	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	**$ 1,150.00**	$ 1,150.00	**$ 915.00**	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	**$ 1,800.00**	$ 1,800.00	**$ 1,400.00**	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	**$ 1,900.00**	$ 1,900.00	**$ 1,400.00**	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	**$ 812.50**	$ 4,062.50	**$ 725.00**	$ 3,625.00
830	2	EA	Service Transfer, 1"	**$ 912.50**	$ 1,825.00	**$ 825.00**	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	**$ 1,112.50**	$ 1,112.50	**$ 925.00**	$ 925.00
840	1	EA	Service Transfer at Main, 2"	**$ 1,325.00**	$ 1,325.00	**$ 975.00**	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	**$ 962.50**	$ 962.50	**$ 725.00**	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	**$ 437.50**	$ 437.50	**$ 525.00**	$ 525.00
855	1	EA	Adjust Meter Box To Grade	**$ 412.50**	$ 412.50	**$ 425.00**	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	**$ 500.00**	$ 5,500.00	**$ 650.00**	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	**$ 462.50**	$ 1,850.00	**$ 675.00**	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	**$ 562.50**	$ 1,687.50	**$ 750.00**	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	**$ 650.00**	$ 1,950.00	**$ 775.00**	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	**$ 28.75**	$ 2,875.00	**$ 31.50**	$ 3,150.00
885	100	LF	Service Tubing, 1"	**$ 34.12**	$ 3,412.00	**$ 33.75**	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	**$ 46.50**	$ 4,650.00	**$ 44.00**	$ 4,400.00
895	25	LF	Service Tubing, 2"	**$ 65.50**	$ 1,637.50	**$ 53.00**	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	**$ 450.00**	$ 450.00	**$ 1,550.00**	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	**$ 8,045.00**	$ 8,045.00	**$ 15,500.00**	$ 15,500.00
910	1	EA	Automatic Flushing Valve	**$ 5,867.50**	$ 5,867.50	**$ 4,350.00**	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	**$ 1,440.00**	$ 1,440.00	**$ 1,200.00**	$ 1,200.00
925	1	Allow.	Street-Cut Permits	**$ 175.00**	$ 175.00	**$ 375.00**	$ 375.00
930	1	EA	Project Signs	**$ 675.00**	$ 675.00	**$ 450.00**	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs.)	**$ 250.00**	$ 2,500.00	**$ 185.00**	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	**$ 725.00**	$ 725.00	**$ 700.00**	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck with tools	**$ 35.00**	$ 6,125.00	**$ 30.00**	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	**$ 57.00**	$ 4,560.00	**$ 58.00**	$ 4,640.00
9200	8	HR	Compressor with tools	**$ 54.00**	$ 432.00	**$ 35.00**	$ 280.00
9300	16	HR	Dump Truck	**$ 65.00**	$ 1,040.00	**$ 60.00**	$ 960.00
9400	4	HR	Pump	**$ 25.00**	$ 100.00	**$ 15.00**	$ 60.00
9500	300	HR	Laborer	**$ 42.50**	$ 12,750.00	**$ 43.00**	$ 12,900.00
9600	200	HR	Pipe Fitter	**$ 44.50**	$ 8,900.00	**$ 45.00**	$ 9,000.00
9700	200	HR	Equipment Operator	**$ 57.50**	$ 11,500.00	**$ 58.00**	$ 11,600.00
9800	175	HR	Foreman	**$ 59.50**	$ 10,412.50	**$ 60.00**	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	**$ 1,000.00**	$ 1,000.00	**$ 900.00**	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00

Signature: Michael Moya
Michael Moya (Aug 18, 2021 07:37 MDT)

Email: mrmoya@ci.santa-fe.nm.us

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202929**

Contractor: **Sub Surface Contracting**

Description: **CIP# 3058 Priority Line Replacement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $2,250,000**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **21/43/B**

Fran Dunaway (Aug 23, 2021 12:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issuance of award from ITB 21/43/B. 1st. year.

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572970**

Andy Hopkins (Aug 23, 2021 11:13 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
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Public Utilities Department
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AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specialty

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Item # 23-0182
Munis# 3202929

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PRIORITY LINE REPLACEMENT
PRICE AGREEMENT
ITEM# 21-0484

This AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT dated September 8, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services for the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the "up to" amount by two million seven hundred and ninety thousand dollars ($2,790,000), so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to four million six hundred forty nine thousand nine hundred and twenty seven dollars and ninety five cents ($4,649,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred eighty nine thousand eight hundred forty three dollars and seventy five cents ($390,072.05) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not five million forty thousand dollars ($5,040,000.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 City of Santa Fe Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 1, 2023

CONTRACTOR:
SUB SURFACE CONTRACTING.

NAME & TITLE

Date: 3-28-2023
CRS# 02104256000
Registration #46991

ATTEST:

KRISTINE BUSTOS MIHELCIC ,CITY CLERK XIV
GB MTG 04/26/23

APPROVED AS TO FORM:

Patricia Feghali
PatriciaFeghali (Mar 24, 2023 10:06 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 30, 2023 22:28 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536
Org/Obj

City of Santa Fe, New Mexico

memo

Date: March 28, 2023

To: Finance Committee / Public Works-Public Utilities Committee

Via: Emily Oster, Finance Director EKO
Travis Dutton-Leyda, Chief Procurement Officer TDL
John Dupuis, Public Utilities Department Director JD
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer Associate BH

RE: Request approval of Amendment #1 to add funds to the Priority Line Replacement Price Agreement, CIP # 3058 Sub Surface Constructionin the amount of $2,790,000 including NMGRT for the remainder of the contract term (FY2024-25).

ITEM AND ISSUE:

The Water Division requests increasing the amount of award for bid number '21/43/B for the FY 22/23 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Construction by $2,790,000.00 inclusive of NMGRT for the remaining three (3) Fiscal Years, FY 2022-23 until FY2024-25.

Approval of the BAR – Budget Increase in the amount of $5,000,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2023, of which $2,790,000 is for this amendment.

BACKGROUND AND SUMMARY:

City Council has awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. (Sub Surface) and A.A.C. Construction, LLC (AAC) for four (4) Fiscal Years, FY 2021-22 until FY2024-25 in the amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

Current expenditures on this contract are still at or below the initial contract amount. Current work on the contract will need additional funds. The contract funding needed for the completion of the contract term for Sub Surface is $2,790,000 inclusive of NMGRT. Total funding for the entire contract with AAC will be $5,040,000 inclusive of NMGRT. Funding for this amendment #1 will be available upon approval of the BAR/ Increase attached to Item D, AAC PLR Amendment #1 on this agenda. The BAR is in the amount of $5,000,000 including $2,790,000 for Sub Surface PLR #1 and $2,210,000 for AAC PLR #1 for a combined amount of $2,790,000 for a combined amount of $5,000,000.

PROCUREMENT:
21/43/B for the FY 2022 Priority Line Replacement

CONTRACT NUMBER:

A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2023
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of increase of contract amount to Sub Surface Construction for the Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of $2,790,000 for a total amount of $5,040,000 inclusive of NMGRT through FY2024-25.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	3/17/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 5,000,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Amendments #1 to A.A.C Construction and Sub Surface for

FY 23 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(5,000,000)
TOTAL:	**(5,000,000)**

Maya Martinez — 3/17/2023
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dupuis (Apr 4, 2023 17:41 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 — 4/5/23
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202929**

Contractor: **Sub Surface Contracting**

Description: **CIP# 3058 Priority Line Replacement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: Contract $2,250,000

Amendment # 1 to the Original Contract / Lease # 21-0484

Increase/(Decrease) Amount $ 2,790,000

Extend Termination Date to: N/A

☉ Approved by Council Date: Pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract # 21-0484 $2,250,000 approved 9/8/21

3. **Procurement History: 21/43/B**

Purchasing Officer Review: Apr 5, 2023 Date:

Comment & Exceptions: Amending compensation

4. **Funding Source: Water Enterprise Fund CIP** **Org / Object: 5050395.572970**

Andy Hopkins
Andy Hopkins (Apr 5, 2023 17:18 MDT)

Budget Officer Approval: Apr 5, 2023 Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: March 28, 2022

Classification: Contractor - Specialty

Expiration Date: March 28, 2023

Fees Paid: $35.00

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27 A PASEO DE RIVER
SANTA FE, NM 87507

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TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2.7.2020

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2022

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
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	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
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	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			Z75944	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
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CERTIFICATE HOLDER

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Public Utilities Department
801 West San Mateo
Santa Fe, NM 87505

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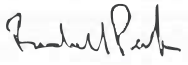
AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE PROCUREMENT CHECKLIST

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Department Requesting Bill Huey Water Division, PUD

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☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Apr 5, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Sub Surface Contracting, Inc.	$892,448.25	$821,052.39
A.A.C. Construction, LLC	$933,364.22	
TLC Plumbing & Utility	$1,158,308.40	
Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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SUBSURF-01 DONISCHUK

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DATE (MM/DD/YYYY) 5/20/2021

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AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

Issued Date: April 01, 2021

Expiration Date: April 01, 2022

CRS Number: 02104256000

License Type: Business License - Renewable

Classification: Contractor - Specialty

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Fran Dunaway, Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

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The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

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Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 3,500,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for

FY 2022 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,500,000)
TOTAL:	**(3,500,000)**

Maya Martinez 8/17/2021
Prepared By {print name} Date

Division Director Signature {optional} Date

Shannon Jones 3/19/2021
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 8/20/21
Andy Hopkins (Aug 20, 2021 11:52 MDT)
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Item#**21-0484**
Munis Contract# 3202929

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, 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.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work and as described is Exhibit "A" attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among theparties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to two million seventy four thousand nine hundred twenty seven and ninety five cents ($2,074,927.95). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling one hundred seventy five thousand seventy two dollars and five cents ($175,072.05) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not two million two million two hundred and fifty thousand dollars ($2,250,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of

termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or anyother benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 specifiedin 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 specifiedin 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article
13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

14. 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 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) Agreement compensation, as outlined in Article 2; or
5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

19. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexicoover any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor 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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 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 tothe 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 minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit bi11ings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto 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 anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. 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.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive 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 unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing andshall 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Sub Surface Contracting Inc.
27 A Paseo de River
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 10, 2021

CONTRACTOR:

Neal Keiper
Neal Keiper (Aug 19, 2021 13:26 MDT)
NAME

President
TITLE

DATE: Aug 19, 2021

CRS# 02104256000
Registration # 46991

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:12 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 19, 2021 10:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	$ 32.50	$ 1,137.50	$ 30.00	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	$ 38.00	$ 1,330.00	$ 36.00	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	$ 36.00	$ 3,600.00	$ 34.00	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$ 43.50	$ 2,175.00	$ 42.00	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	$ 40.50	$ 6,075.00	$ 39.00	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	$ 49.00	$ 3,675.00	$ 48.00	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	$ 46.75	$ 9,350.00	$ 45.50	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$ 56.00	$ 1,960.00	$ 52.00	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	$ 52.00	$ 5,200.00	$ 49.00	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$ 69.37	$ 3,468.50	$ 66.75	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	$ 66.25	$ 9,937.50	$ 64.50	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	$ 87.00	$ 4,350.00	$ 79.00	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	$ 103.50	$ 5,175.00	$ 97.00	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	$ 167.50	$ 8,375.00	$ 100.00	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$ 42.00	$ 1,470.00	$ -	$ -
80	50	LF	4" DI Water Main, cip, <100'	$ 63.75	$ 3,187.50	$ 57.50	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	$ 56.50	$ 5,650.00	$ 56.00	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$ 63.50	$ 4,762.50	$ 53.00	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	$ 56.50	$ 14,125.00	$ 51.00	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	$ 68.00	$ 5,100.00	$ 60.25	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	$ 73.00	$ 18,250.00	$ 58.00	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$ 77.00	$ 2,695.00	$ 65.00	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	$ 74.00	$ 7,400.00	$ 63.00	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	$ 99.00	$ 4,950.00	$ 78.00	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$ 89.50	$ 8,950.00	$ 74.00	$ 7,400.00
130	50	LF	14" DI Water Main, cip	$ 115.50	$ 5,775.00	$ 87.00	$ 4,350.00
135	50	LF	16" DI Water Main, cip	$ 139.50	$ 6,975.00	$ 101.00	$ 5,050.00
140	50	LF	24" DI Water Main, cip	$ 207.00	$ 10,350.00	$ 159.00	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$ 41.00	$ 3,075.00	$ 8.00	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	$ 98.00	$ 4,900.00	$ 12.00	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$ 154.00	$ 3,850.00	$ 30.00	$ 750.00
160	20	CY	Rock Excavation	$ 325.00	$ 6,500.00	$ 220.00	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$ 50.00	$ 15,000.00	$ 65.00	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$ 36.00	$ 2,700.00	$ 24.00	$ 1,800.00
175	1,000	LB	Fitting Installation	$ 4.50	$ 4,500.00	$ 4.00	$ 4,000.00
180	500	LB	Fitting Insertion	$ 26.00	$ 13,000.00	$ 34.00	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$ 60.00	$ 1,500.00	$ 65.00	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$ 86.50	$ 4,325.00	$ 105.00	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$ 98.50	$ 4,925.00	$ 119.00	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$ 123.00	$ 2,460.00	$ 121.00	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$ 147.50	$ 2,950.00	$ 145.00	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$ 184.50	$ 3,690.00	$ 179.00	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$ 275.00	$ 2,750.00	$ 250.00	$ 2,500.00
220	25	EA	4"Joint Harness	$ 70.50	$ 1,762.50	$ 40.00	$ 1,000.00
225	50	EA	6" Joint Harness	$ 95.00	$ 4,750.00	$ 110.00	$ 5,500.00
230	50	EA	8" Joint Harness	$ 125.00	$ 6,250.00	$ 120.00	$ 6,000.00
235	20	EA	10" Joint Harness	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00
240	20	EA	12" Joint Harness	$ 192.50	$ 3,850.00	$ 180.00	$ 3,600.00
245	20	EA	14" Joint Harness	$ 370.00	$ 7,400.00	$ 375.00	$ 7,500.00
250	10	EA	16" Joint Harness	$ 427.50	$ 4,275.00	$ 410.00	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$ 315.00	$ 3,150.00	$ 250.00	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$ 1,350.00	$ 2,700.00	$ 1,350.00	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$ 1,567.50	$ 6,270.00	$ 1,500.00	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$ 1,900.00	$ 7,600.00	$ 1,800.00	$ 7,200.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$ 2,250.00	$ 4,500.00	$ 2,100.00	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$ 2,650.00	$ 10,600.00	$ 2,300.00	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$ 4,747.50	$ 4,747.50	$ 4,200.00	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	$ 3,587.50	$ 3,587.50	$ 3,100.00	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	$ 6,050.00	$ 6,050.00	$ 4,100.00	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$ 807.50	$ 1,615.00	$ 850.00	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	$ 925.00	$ 1,850.00	$ 1,200.00	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	$ 1,200.00	$ 6,000.00	$ 1,525.00	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	$ 1,650.00	$ 8,250.00	$ 1,725.00	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	$ 2,315.00	$ 2,315.00	$ 2,325.00	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	$ 2,900.00	$ 5,800.00	$ 2,800.00	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$ 792.50	$ 792.50	$ 700.00	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	$ 1,837.50	$ 1,837.50	$ 1,800.00	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	$ 1,950.00	$ 19,500.00	$ 1,825.00	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	$ 2,475.00	$ 7,425.00	$ 2,000.00	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	$ 4,000.00	$ 4,000.00	$ 3,700.00	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	$ 4,552.50	$ 4,552.50	$ 4,200.00	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	$ 7,025.00	$ 7,025.00	$ 6,500.00	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	$ 16,755.00	$ 16,755.00	$ 16,190.00	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$ 23,750.00	$ 23,750.00	$ 23,250.00	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$ 4,975.00	$ 4,975.00	$ 4,850.00	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	$ 7,680.00	$ 7,680.00	$ 6,600.00	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	$ 10,042.50	$ 10,042.50	$ 9,125.00	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$ 2,987.50	$ 14,937.50	$ 3,200.00	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$ 767.50	$ 1,535.00	$ 700.00	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$ 1,017.50	$ 1,017.50	$ 920.00	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	$ 1,350.00	$ 1,350.00	$ 700.00	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	$ 887.50	$ 887.50	$ 575.00	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	$ 1,657.50	$ 1,657.50	$ 1,500.00	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	$ 1,420.00	$ 1,420.00	$ 1,300.00	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	$ 6,780.00	$ 6,780.00	$ 6,725.00	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	$ 7,065.50	$ 7,065.50	$ 6,950.00	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	$ 8,432.50	$ 8,432.50	$ 8,195.00	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$ 11,091.50	$ 11,091.50	$ 10,800.00	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	$ 15,362.50	$ 15,362.50	$ 14,925.00	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	$ 29,837.50	$ 29,837.50	$ 29,500.00	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	$ 2,970.00	$ 2,970.00	$ 2,750.00	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	$ 4,245.00	$ 4,245.00	$ 3,940.00	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	$ 825.00	$ 825.00	$ 450.00	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	$ 1,025.00	$ 1,025.00	$ 550.00	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	$ 1,275.00	$ 1,275.00	$ 750.00	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	$ 4,000.00	$ 4,000.00	$ 3,185.00	$ 3,185.00
495	20	EA	Valve Box, cip.	$ 575.00	$ 11,500.00	$ 625.00	$ 12,500.00
500	5	EA	Valve Box Replacement	$ 750.00	$ 3,750.00	$ 775.00	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	$ 425.00	$ 2,125.00	$ 325.00	$ 1,625.00
510	3	EA	Valve Box Adjustment	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	$ 200.00	$ 200.00	$ 250.00	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$ 925.00	$ 3,700.00	$ 825.00	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$ 1,000.00	$ 8,000.00	$ 1,050.00	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$ 1,500.00	$ 12,000.00	$ 1,075.00	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$ 1,000.00	$ 7,000.00	$ 1,025.00	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	$ 8,900.00	$ 8,900.00	$ 8,995.00	$ 8,995.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
545	1	ACRE	Native Seeding	**$ 2,600.00**	$ 2,600.00	**$ 2,275.00**	$ 2,275.00
550	1	EA	Bollards (pair)	**$ 1,180.00**	$ 1,180.00	**$ 975.00**	$ 975.00
555	18	LF	4" Steel Casing	**$ 31.37**	$ 564.66	**$ 95.00**	$ 1,710.00
560	18	LF	4" PVC Casing	**$ 15.40**	$ 277.20	**$ 75.00**	$ 1,350.00
565	18	LF	14" Steel Casing	**$ 107.43**	$ 1,933.74	**$ 175.00**	$ 3,150.00
570	18	LF	16" Steel Casing	**$ 124.02**	$ 2,232.36	**$ 200.00**	$ 3,600.00
575	18	LF	18" Steel Casing	**$ 144.03**	$ 2,592.54	**$ 275.00**	$ 4,950.00
580	18	LF	22" Steel Casing	**$ 234.94**	$ 4,228.92	**$ 300.00**	$ 5,400.00
585	18	LF	26" Steel Casing	**$ 290.67**	$ 5,232.06	**$ 400.00**	$ 7,200.00
590	18	LF	28" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
595	18	LF	30" Steel Casing	**$ 187.04**	$ 3,366.72	**$ 450.00**	$ 8,100.00
600	18	LF	36" Steel Casing	**$ 287.03**	$ 5,166.54	**$ 500.00**	$ 9,000.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	**$ 575.00**	$ 28,750.00	**$ 40.00**	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	**$ 62.00**	$ 1,116.00	**$ 39.00**	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	**$ 29.50**	$ 737.50	**$ 65.00**	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	**$ 17.70**	$ 3,540.00	**$ 65.00**	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	**$ 97.50**	$ 975.00	**$ 90.00**	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	**$ 132.50**	$ 1,325.00	**$ 95.00**	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	**$ 12.00**	$ 600.00	**$ 25.00**	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	**$ 65.00**	$ 650.00	**$ 30.00**	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 3,725.00	**$ 75.00**	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 72.00**	$ 3,600.00	**$ 75.00**	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 84.96**	$ 849.60	**$ 75.00**	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 1,675.60	**$ 75.00**	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	**$ 74.50**	$ 7,450.00	**$ 75.00**	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	**$ 74.50**	$ 745.00	**$ 75.00**	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	**$ 92.00**	$ 920.00	**$ 75.00**	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	**$ 167.56**	$ 167.56	**$ 75.00**	$ 75.00
695	10	SY	Replace Concrete Pavement	**$ 261.50**	$ 2,615.00	**$ 275.00**	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	**$ 155.00**	$ 1,550.00	**$ 170.00**	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	**$ 56.00**	$ 560.00	**$ 85.00**	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	**$ 66.00**	$ 660.00	**$ 120.00**	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0'-3"	**$ 34.00**	$ 5,100.00	**$ 35.00**	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	**$ 45.00**	$ 2,250.00	**$ 45.00**	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	**$ 1,262.50**	$ 5,050.00	**$ 1,475.00**	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	**$ 1,662.50**	$ 3,325.00	**$ 1,775.00**	$ 3,550.00
740	2	EA	Service, 1", New Main	**$ 1,887.50**	$ 3,775.00	**$ 1,825.00**	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
750	1	EA	Service, 2", New Main	**$ 3,985.00**	$ 3,985.00	**$ 3,870.00**	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	**$ 1,450.00**	$ 7,250.00	**$ 1,475.00**	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	**$ 1,912.50**	$ 3,825.00	**$ 1,775.00**	$ 3,550.00
765	1	EA	Service, 1", Existing Main	**$ 1,900.00**	$ 1,900.00	**$ 1,825.00**	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	**$ 3,670.00**	$ 3,670.00	**$ 3,450.00**	$ 3,450.00
775	1	EA	Service, 2", Existing Main	**$ 4,300.00**	$ 4,300.00	**$ 3,870.00**	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	**$ 1,602.50**	$ 8,012.50	**$ 1,475.00**	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	**$ 1,950.00**	$ 3,900.00	**$ 1,775.00**	$ 3,550.00
790	1	EA	Service Replacement, 1"	**$ 2,100.00**	$ 2,100.00	**$ 1,825.00**	$ 1,825.00

				AAC		Sub Surface	
Bid Item	**Approx. QTY.**	**Unit**	**Article and Description**	**Unit Price**	Item Price	**Unit Price**	Item Price
795	1	EA	Service Replacement, 1 1/2"	**$ 3,875.00**	$ 3,875.00	**$ 3,450.00**	$ 3,450.00
800	1	EA	Service Replacement, 2"	**$ 4,512.00**	$ 4,512.00	**$ 3,870.00**	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	**$ 1,000.00**	$ 3,000.00	**$ 895.00**	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	**$ 1,150.00**	$ 1,150.00	**$ 915.00**	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	**$ 1,800.00**	$ 1,800.00	**$ 1,400.00**	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	**$ 1,900.00**	$ 1,900.00	**$ 1,400.00**	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	**$ 812.50**	$ 4,062.50	**$ 725.00**	$ 3,625.00
830	2	EA	Service Transfer, 1"	**$ 912.50**	$ 1,825.00	**$ 825.00**	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	**$ 1,112.50**	$ 1,112.50	**$ 925.00**	$ 925.00
840	1	EA	Service Transfer at Main, 2"	**$ 1,325.00**	$ 1,325.00	**$ 975.00**	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	**$ 962.50**	$ 962.50	**$ 725.00**	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	**$ 437.50**	$ 437.50	**$ 525.00**	$ 525.00
855	1	EA	Adjust Meter Box To Grade	**$ 412.50**	$ 412.50	**$ 425.00**	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	**$ 500.00**	$ 5,500.00	**$ 650.00**	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	**$ 462.50**	$ 1,850.00	**$ 675.00**	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	**$ 562.50**	$ 1,687.50	**$ 750.00**	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	**$ 650.00**	$ 1,950.00	**$ 775.00**	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	**$ 28.75**	$ 2,875.00	**$ 31.50**	$ 3,150.00
885	100	LF	Service Tubing, 1"	**$ 34.12**	$ 3,412.00	**$ 33.75**	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	**$ 46.50**	$ 4,650.00	**$ 44.00**	$ 4,400.00
895	25	LF	Service Tubing, 2"	**$ 65.50**	$ 1,637.50	**$ 53.00**	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	**$ 450.00**	$ 450.00	**$ 1,550.00**	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	**$ 8,045.00**	$ 8,045.00	**$ 15,500.00**	$ 15,500.00
910	1	EA	Automatic Flushing Valve	**$ 5,867.50**	$ 5,867.50	**$ 4,350.00**	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	**$ 1,440.00**	$ 1,440.00	**$ 1,200.00**	$ 1,200.00
925	1	Allow.	Street-Cut Permits	**$ 175.00**	$ 175.00	**$ 375.00**	$ 375.00
930	1	EA	Project Signs	**$ 675.00**	$ 675.00	**$ 450.00**	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs.)	**$ 250.00**	$ 2,500.00	**$ 185.00**	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	**$ 725.00**	$ 725.00	**$ 700.00**	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck with tools	**$ 35.00**	$ 6,125.00	**$ 30.00**	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	**$ 57.00**	$ 4,560.00	**$ 58.00**	$ 4,640.00
9200	8	HR	Compressor with tools	**$ 54.00**	$ 432.00	**$ 35.00**	$ 280.00
9300	16	HR	Dump Truck	**$ 65.00**	$ 1,040.00	**$ 60.00**	$ 960.00
9400	4	HR	Pump	**$ 25.00**	$ 100.00	**$ 15.00**	$ 60.00
9500	300	HR	Laborer	**$ 42.50**	$ 12,750.00	**$ 43.00**	$ 12,900.00
9600	200	HR	Pipe Fitter	**$ 44.50**	$ 8,900.00	**$ 45.00**	$ 9,000.00
9700	200	HR	Equipment Operator	**$ 57.50**	$ 11,500.00	**$ 58.00**	$ 11,600.00
9800	175	HR	Foreman	**$ 59.50**	$ 10,412.50	**$ 60.00**	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	**$ 1,000.00**	$ 1,000.00	**$ 900.00**	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	**$ 3,600.00**	$ 3,600.00	**$ 1,500.00**	$ 1,500.00

Signature: Michael Moya
Michael Moya (Aug 18, 2021 07:37 MDT)

Email: mrmoya@ci.santa-fe.nm.us

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202929**

Contractor: **Sub Surface Contracting**

Description: **CIP# 3058 Priority Line Replacement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $2,250,000**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **21/43/B**

Fran Delaway (Aug 23, 2021 12:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issuance of award from ITB 21/43/B. 1st. year.

4. **Funding Source:** **Water Enterprise Fund CIP** **Org / Object:** **5050395.572970**

Andy Hopkins (Aug 23, 2021 11:13 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACUITY, A Mutual Insurance Company — 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : 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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specialty

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)	Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Item# 24-0654
Munis Contract#3202929
Original Contract Item#_____
SWPA/GSA/Coop/RFP/ITB#: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
The Priority Line Replacement Price Agreement
ITEM#21-0484

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated September 10, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Sub Surface Contracting, Inc. (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 the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $1,656,806.25 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a total amount up to six million one hundred and ninety thousand dollars ($6,190,000.00). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling five-hundred and six thousand, eight hundred and six dollars and twenty-five cents ($506,806.25) shall be paid by the City to the Contractor as described in Exhibit A

attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six million, six hundred ninety-six thousand, eight hundred and six dollars and twenty-five cents ($6,696,806.25). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jan 22, 2025 13:50 MST)

ALAN WEBER, MAYOR

DATE: Jan 22, 2025

CONTRACTOR:
Sub Surface Contracting, Inc.

Jeremey Sanderson

JEREMEY SANDERSON,
SUPERINTENDENT/VICE PRESIDENT

DATE: Oct 29, 2024

CRS# 02104256000

Registration #46991

ATTEST:

ANDREA SALAZAR (Jan 3, 2025 13:57 MST)

CITY CLERK

XIV

11-13-24 GB MTG

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 29, 2024 13:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Signature:

Email:

GB Subsurface Contract Amendment 2 Munis Contract 3202929

Final Audit Report 2024-10-30

Created:	2024-10-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAPkxY8rw6KFBodA1TUNO7hWQ4voA2ZUUd

"GB Subsurface Contract Amendment 2 Munis Contract 320292 9" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-30 - 7:26:21 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-30 - 7:33:29 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-30 - 7:40:14 PM GMT- IP address: 104.47.64.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: BAR requires Dept Director signature before it comes to Budget.
2024-10-30 - 7:41:49 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

GB Subsurface Contract Amendment 2 Munis Contract 3202929 (1)

Final Audit Report 2024-11-06

Created:	2024-10-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkXZt4nvM9wef6e3NIFPFuI_ztw02Ppxo

"GB Subsurface Contract Amendment 2 Munis Contract 320292 9 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-31 - 9:01:41 PM GMT- IP address: 75.233.144.205

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2024-10-31 - 9:09:28 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2024-10-31 - 9:21:50 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2024-10-31 - 9:22:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-31 - 9:22:55 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-31 - 9:26:06 PM GMT - Time Source: server- IP address: 174.218.18.173

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-31 - 9:26:13 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-31 - 11:22:29 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-31 - 11:23:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2024-10-31 - 11:23:11 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2024-11-01 - 5:53:25 AM GMT- IP address: 104.28.48.217

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2024-11-01 - 4:13:37 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2024-11-01 - 10:27:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-11-01 - 10:27:55 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-11-06 - 0:50:59 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-06 - 0:59:02 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-06 - 0:59:02 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 22, 2025 13:21 MST)

Email: xivigil@santafenm.gov

3202929 Memo

Interim Agreement Report 2025-06-10

Created:	2025-06-10
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Draft
Transaction ID:	CBJCHBCAABAAN_-2lFjdK_NGfYr7eI3OJ2RxaHFh-rw2

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.

"3202929 Memo" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)

2025-06-10 - 1:56:14 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

memo

Date: June 13, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jonathan M. Montoya, Acting Water Division Director
Jesse Roach Interim Public Utilities Department Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request for Approval of Amendment No. 2 to Price Agreement #21-0378 with A.A.C. Construction, LLC. to Increase Maximum Compensation by $4,373,437.50 for a New Total Contract Amount of $6,000,000.00 Including NMGRT and Increase Contract Term to 10 Years with Future Yearly Budgets Set by Budget Availability, and for Approval of a BAR in the Amount of $540,398. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: A.A.C. Construction

Vendor Number: 7958

ITEM AND ISSUE:

The Water Division requests approval of Amendment No. 2 to Price Agreement #Item No, 21-0378 and Item No. 25-0082 with A.A.C. Construction, LLC. (AAC) to Increase Maximum Compensation by $4,373,437.50 for a new total contract amount of $6,000,000.00 including New Mexico Gross Receipt Tax (NMGRT) and ncrease contract term to 10 years with future yearly budgets set by budget availability, and approval a BAR in the total amount of $540,398. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendment No. 2 to Price Agreement #21-0378/25-0130

BACKGROUND AND SUMMARY:

The City-Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus

NMGRT per year for each Sub Surface Contracting, Inc. and A.A.C. Construction, LLC. (AAC). Contract Amendment No. 1 for AAC was approved for a total contract amount of $1,626,562.50.

The Water Division is requesting to raise the contract maximum compensation by $4,373,437.50 to $6,000,000.00 including NMGRT for the extended contract term.

AAC and Sub Surface are the primary Emergency Response contractors for main line breaks. The Water Division is requesting approval to extend the Contract Term with AAC to 10 years from the award date. If approved the extended contract term will end on June 30, 2031.

The Water Division requests approval of the BAR in the amount of $540,937.50 to fund operations for FY26.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work and will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** 06/17/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202778 for A.A.C. Construction, LLC
The FY25 Project ledger number is WTR2550504

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is:
Fund Name/Number: Water Cap Proj, WIP Construction
Munis Org Name/Number: 5050395
Munis Object Name/Number: 572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS LOTERO (Jun 17, 2025 10:32 MDT) **Date:** 06/17/2025
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: Contract is used to repair main breaks and replace smaller sections of main lines.

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

Project Ledger #: WTR2550504

Anticipated length of project: To be determined

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:

ATTACHMENTS:

1. Contract 3202778 Amendment No. 2
2. BAR
3. Original Contract Packet with Amendment No. 1

cc:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	6/2/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	PL WTR2550504	540,938	
REVENUES				*{enter as negative #}*	*{enter as positive #}*

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Please see attached memo and amendment 2 to A.A.C. contract 3202778 for city-wide emergency services.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(540,938)
TOTAL:	**(540,938)**

Jonna Leigh Stack for Bill Huey — 6/2/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

06/13/2025
Interim Dept. Director Signature, Jesse Roach — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Jun 17, 2025 10:32 MDT) — 06/17/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item # _____
Munis Contract # 3202778
Original Contract Item # 21-0378
CIP # 3057

CITY OF SANTA FE
AMENDMENT No. 2 TO
PRICE AGREEMENT # 21-0378

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP #3057, dated August 4, 2021 (the "Contract"), between the City of Santa Fe (the "City") and A.A.C. Construction, 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 on-call construction Services for City Wide Utility Construction & Repair for the City of Santa Fe Water Division.

B. Pursuant to Article 14 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of four million, three hundred and seventy three thousand, four hundred and thirty seven dollars and fifty cents ($ 4,373,437.50) so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed six million dollars ($6,000,000.00) including NMGRT for a total of ten (10) years. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax (NMGRT) and expenses, shall not exceed six million dollars ($6,000,000.00) for the term of this Agreement. Payment will

depend on budget availability at the time of purchase.

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 toyear 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 performedand 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat the services have been received and accepted, payment shall be tendered to the Contractor within thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. **Unit Rate Price Adjustments:**

The contractor(s) awarded under this solicitation will have an initial contract term of one (1) year, with the option for the City to extend the contract for up to nine (9) additional one-year terms, for a total of ten (10) years. To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final . **No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase
Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC.

Andrew Sisneros (May 27, 2025 10:47 MDT)

Andrew Sisneros, Managing Member

DATE: 05/25/2025

CRS # 03-157349-00-5

Registration # 222939

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 5, 2025 13:36 MDT)

MARCOS MARTINEZ,

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Isai Gomez
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602-374-1341 FAX (A/C, No): E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2025	01/01/2026	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 RETENTION $			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	93890110	01/01/2025	01/01/2026	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
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
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

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City of Santa Fe, New Mexico

memo

Date: February 24, 2025

To: **Public Works and Utilities Committee**
Finance Committee
Governing Body

Via: Jesse D. Roach, Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Amendment No. 1 to Price Agreement #21-0378 with A.A.C. Construction, LLC to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: A.A.C. Construction, LLC

Vendor Number: 7958

ITEM AND ISSUE:

The Water Division requests approval of Approval of Amendment No. 1 to Price Agreement #21-0378 with A.A.C. Construction, LLC (AAC) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval No. 2 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus NMGRT per year for each of the contractor. Contract Amendment #2 for A.A.C. Construction, LLC has been approved for $542,187.50 raising the Contract Amount to $1,626,563.50.

AAC is one of the primary Emergency Response contractors for maim breaks. Historically December to March is the season for most main breaks A.A.C. Construction, LLC will not be able to respond

without additional funding provided in Contract Amendment #1. Water is requesting addition of $542,187.50 to A.A.C. Construction, LLC for a new Total Contract Amount of $1,626,563.50 including NMGRT for AAC.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202778 for AAC

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** _____
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: Contract is used to repair main breaks and replace smaller sections of main.

Capital Project:

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

Project Ledger #: _____

Anticipated length of project: **To be determined** _____

Asset Manager Approval: Josie Bolden _____ **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:
Gina Wolff vawolff@santafenm.gov

ATTACHMENTS:

1. Amendment 1
2. COI
3. Original Contract

Item# 25-0130
Munis Contract# 3202778
Original Contract Item# 21-0378
CIP #: 3057

CITY OF SANTA FE
AMENDMENT No. 1
TO ON CALL CITY-WIDE WATER UTILITY
CONSTRUCTION & REPAIR
PRICE AGREEMENT, #21-0378, CIP #3057

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, dated August 4, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and A.A.C. Construction, 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 City-wide on-call construction services and repair for the Water Division of the City of Santa Fe.

B. Pursuant to Article 14 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to add five hundred, forty-two thousand, one hundred eighty-seven dollars and fifty cents ($542.187.50), inclusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2, paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million, six hundred twenty-six thousand, five hundred sixty-three dollars and fifty cents ($1,626,563.50) including NMGRT for a total of four (4) years. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred

twenty-six thousand five hundred and sixty-three dollars and fifty cents ($1,626,563.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 Webber (Mar 27, 2025 20:17 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 27, 2025

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (Feb 6, 2025 15:33 MST)

Andrew Sisneros, President

DATE: Feb 6, 2025

CRS# 03-157349-00-5

ATTEST:

ANDREA SALAZAR (Mar 3, 2025 11:01 MDT)

CITY CLERK XIV
GB MTG 03/26/25

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 6, 2025 15:38 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Isai Gomez	
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602-374-1341	FAX (A/C, No):
	E-MAIL ADDRESS: isai.gomez@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Mutual Insurance Company	13692
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe, NM 87507	INSURER B : New Mexico Mutual Casualty Company	40627
	INSURER C : Admiral Insurance Company	24856
	INSURER D :	
	INSURER E :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:1,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	1000111796	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	93890110	01/01/2025	01/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General (See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
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



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DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

RE: Various Jobs and Projects

City of Santa Fe, New Mexico

memo

Date: June 16, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Jonathan M. Montoya, SOS Section Manager JM
Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director SJ

RE: Request to award bid number '21/37/B for the FY 20122 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC. ; Request approval of a BAR- Budget Increase in the amount of $542,188.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/37/B for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for $250,000.00 plus NMGRT to each Contractor, per Fiscal Year. The Water Division is asking approval of a Budget Increase for FY 2022 to fund both contracts for FY 2022

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded with $250,000 from Transmission and Distribution for work on their infrastructure and with $250,000 from Source of Supply for work on their infrastructure. Therefore, the initial Contract amount is limited to $500,000.00 plus New Mexico Gross Receipt Tax (NMGRT) per Fiscal Year.

This is was multi-contractor award ITB to set the applicable Bid Items for future work. Each Bid Amount exceeds funding for the contract and was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 3, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $905,523.00 plus NMGRT was submitted by A.A.C. Construction, LLC. A second acceptable bid was submitted by Sub Surface Contracting, Inc. for $1,169,311.25. A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Engineer's Estimate	$699,249.70	
A.A.C. Construction, LLC	$905,523.00	
Sub Surface Contracting, Inc.	$1,169,311.25	$1,075,749.79

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202777
A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Cash Balance/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to A.A.C Construction, LLC and Sub Surface Contracting, Inc. for the City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 under ITB No. '21/37/B for $250,000.00 + NMGRT per Contractor, per Fiscal Year.

- Approval of the BAR – Budget Increase in the amount of $542,188 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval at the July 6, 2021 meeting and to the Governing Body for their final consideration and approval at the July 14, 2021 meeting.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	6/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950536	542,188	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 542,188	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for City Wide Construction Price Agreements Award of Bid 21/37/B to A.A.C Construction and Sub Surface for FY 2022

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(542,188)
TOTAL:	**(542,188)**

Maya Martinez 6/17/2021
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Shannon Jones
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
Andy Hopkins (Jun 17, 2021 14:50 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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.

Assignment:

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

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

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

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

Inspection of Plant: The Chief Procurement Officer 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.

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

Taxes: The unit price shall exclude all state taxes.

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

Non-Collusion: In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City 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).

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.

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

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

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.

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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

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 City. The City 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 City to recover excessive or illegal payments.

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

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all 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 City's Chief Procurement Officer, his/her designee or the Requesting Department 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
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
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. Contractor shall give the 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.

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 City's Chief procurement Officer 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 City's Chief procurement Officer 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 City, 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 hold 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.

Contractor 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 item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# 21-0378
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION**, hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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. 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.)

E. The 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025**unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

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

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

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. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

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:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Entire Agreement.

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

18. Penalties for violation of law.

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

19. 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 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.

20. 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 Section 38-3-1 (G) NMSA 1978. 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.

21. 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.

22. Professional Liability Insurance.

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

23. Other 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.

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 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.

D. 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.

24. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

25. 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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

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. 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.

28. 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.

29. Notices.

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

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. Authority.

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

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: Aug 4, 2021

CONTRACTOR:
SUB SURFACE CONTRACTING INC.

NAME

General Manager
TITLE

DATE: 6-17-2021

CRS# 02104256000
Registration # 46991

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 4, 2021 14:46 MDT)

KRISTINE BUSTOS MIHIELCIC, CITY CLERK
GB MTG 07/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org. Name/Org#. AJH

WTR1950536

PRICE SHEETS

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
Construction Items					
5	35	LF	2" PVC Water Main , cip, all lengths	$30.00	$1,050.00
10	35	LF	4" PVC Water Main , cip, <100'	$36.00	$1,260.00
15	100	LF	4" PVC Water Main , cip, >100'	$34.00	$3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$42.00	$2,100.00
25	150	LF	6" PVC Water Main, cip, <100'	$39.00	$5,850.00
30	75	LF	8" PVC Water Main , cip, <100'	$48.00	$3,600.00
35	200	LF	8" PVC Water Main , cip, >100'	$45.50	$9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$52.00	$1,820.00
45	100	LF	10" PVC Water Main , cip, >100'	$49.00	$4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$66.75	$3,337.50
55	150	LF	12" PVC Water Main , cip, >100'	$64.50	$9,675.00
60	50	LF	14" PVC Water Main , cip	$79.00	$3,950.00
65	50	LF	16" PVC Water Main , cip	$97.00	$4,850.00
70	50	LF	24" PVC Water Main, cip	$100.00	$5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$0.00	$0.00
80	50	LF	4" DI Water Main, cip, <100'	$57.50	$2,875.00
85	100	LF	4" DI Water Main , cip, >100'	$56.00	$5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$53.00	$3,975.00
95	250	LF	6" DI Water Main , cip, >100'	$51.00	$12,750.00
100	75	LF	8" DI Water Main , cip, <100'	$60.25	$4,518.75
105	250	LF	8" DI Water Main , cip, >100'	$58.00	$14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$65.00	$2,275.00
115	100	LF	10" DI Water Main , cip, >100'	$63.00	$6,300.00
120	50	LF	12" DI Water Main , cip, <100'	$78.00	$3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$74.00	$7,400.00
130	50	LF	14" DI Water Main , cip	$87.00	$4,350.00
135	50	LF	16" DI Water Main, cip	$101.00	$5,050.00
140	50	LF	24" DI Water Main , cip	$159.00	$7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$8.00	$600.00
150	50	LF	Extra Pay for Trench Depth , 8'-10'	$12.00	$600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$30.00	$750.00
160	20	CY	Rock Excavation	$220.00	$4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$65.00	$19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$24.00	$1,800.00
175	1000	LB	Fitting Installation	$4.00	$4,000.00
180	500	LB	Fitting Insertion	$34.00	$17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$75.00	$1,875.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$105.00	$5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$119.00	$5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$121.00	$2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$145.00	$2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$179.00	$3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$285.00	$2,850.00
220	25	EA	4"Joint Harness	$96.00	$2,400.00

225	50	EA	6" Joint Harness	$130.00	$6,500.00
230	50	EA	8" Joint Harness	$155.00	$7,750.00
235	20	EA	10" Joint Harness	$160.00	$3,200.00
240	20	EA	12" Joint Harness	$200.00	$4,000.00
245	20	EA	14" Joint Harness	$375.00	$7,500.00
250	10	EA	16" Joint Harness	$455.00	$4,550.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$355.00	$3,550.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$1,400.00	$2,800.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$1,600.00	$6,400.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$1,800.00	$7,200.00
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$2,100.00	$4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$2,300.00	$9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$4,200.00	$4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$2,500.00	$2,500.00
295	1	EA	Non-Preassurized Connections, 4"-10" line	$3,675.00	$3,675.00
300	1	EA	Non-Preassurized Connections, 12"-20" line	$4,100.00	$4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$975.00	$1,950.00
310	2	EA	4" CL125 Gate Valves, cip	$1,050.00	$2,100.00
315	5	EA	6" CL125 Gate Valves, cip	$1,300.00	$6,500.00
320	5	EA	8" CL125 Gate Valves, cip	$1,825.00	$9,125.00
325	1	EA	10" CL125 Gate Valves, cip	$2,335.00	$2,335.00
330	2	EA	12" CL125 Gate Valves, cip.	$2,800.00	$5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$945.00	$945.00
340	1	EA	4" CL250 Gate Valves, cip	$1,925.00	$1,925.00
345	10	EA	6" CL250 Gate Valves, cip.	$2,050.00	$20,500.00
350	3	EA	8" CL250 Gate Valves, cip.	$2,950.00	$8,850.00
355	1	EA	10" CL250 Gate Valves cip	$4,200.00	$4,200.00
360	1	EA	12" CL250 Gate Valves, cip.	$4,625.00	$4,625.00
365	1	EA	16" CL250 Gate Valves, cip.	$7,100.00	$7,100.00
370	1	EA	20" CL250 Gate Valves, cip	$16,190.00	$16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$23,250.00	$23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip	$2,800.00	$2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$4,850.00	$4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip	$6,700.00	$6,700.00
395	1	EA	24" CL250 Butterfly Valves, cip	$9,325.00	$9,325.00
400	5	EA	Fire Hydrant, 5' or less bury, cip	$3,125.00	$15,625.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$840.00	$1,680.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$1,225.00	$1,225.00
415	1	EA	Fire Hydrant Remove & Relay	$800.00	$800.00
420	1	EA	Fire Hydrant Remove & Return	$575.00	$575.00
425	1	EA	2 1/4" Flush Hydrant	$1,565.00	$1,565.00
430	1	EA	2" Blow-Off Valve Installation	$1,340.00	$1,340.00
435	1	EA	2" Pressure Relief Valve, cip.	$6,830.00	$6,830.00
440	1	EA	3" Pressure Relief Valve, cip.	$7,075.00	$7,075.00
445	1	EA	4" Pressure Relief Valve, cip.	$8,195.00	$8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$10,950.00	$10,950.00

455	1	EA	8" Pressure Relief Valve, cip.	$15,525.00	$15,525.00
460	1	EA	12" Pressure Relief Valve, cip.	$29,725.00	$29,725.00
465	1	EA	Air & Vacuum Release Valve, 1"	$2,950.00	$2,950.00
470	1	EA	Air & Vacuum Release Valve, 2"	$4,140.00	$4,140.00
475	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 2" - 4"	$450.00	$450.00
480	1	EA	Install City of Santa Fe Furnished Valve Meter, 6" - 8"	$550.00	$550.00
485	1	EA	Install City of Santa Fe Furnished Valve/ Meter, 10" - 12"	$750.00	$750.00
490	1	EA	Metered 2" Bypass - Vault Installation	$3,185.00	$3,185.00
495	20	EA	Valve Box, cip	$825.00	$16,500.00
500	5	EA	Valve Box Replacement	$975.00	$4,875.00
505	5	EA	Valve Box Removal of Existing	$450.00	$2,250.00
510	3	EA	Valve Box Adjustment	$625.00	$1,875.00
515	1	EA	Valve Stem Extension, 0' -4' Depth	$250.00	$250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$4,000.00	$16,000.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$5,150.00	$41,200.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$6,200.00	$49,600.00
535	7	CY	Cast-in-Place RCP Vault w/ Lid	$12,500.00	$87,500.00
540	1	EA	Prefabricated Vault, 4' X 8'	$8,995.00	$8,995.00
545	1	ACRE	Native Seeding	$2,275.00	$2,275.00
550	1	EA	Bollards (pair)	$1,200.00	$1,200.00
555	18	LF	4" Steel Casing	$95.00	$1,710.00
560	18	LF	4" PVC Casing	$85.00	$1,530.00
565	18	LF	14" Steel Casing	$225.00	$4,050.00
570	18	LF	16" Steel Casing	$240.00	$4,320.00
575	18	LF	18" Steel Casing	$275.00	$4,950.00
580	18	LF	22" Steel Casing	$330.00	$5,940.00
585	18	LF	26" Steel Casing	$400.00	$7,200.00
590	18	LF	28" Steel Casing	$475.00	$8,550.00
595	18	LF	30" Steel Casing	$425.00	$7,650.00
600	18	LF	36" Steel Casing	$460.00	$8,280.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	$28.00	$1,400.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$39.00	$702.00
615	25	SY	Asphalt Pavement Removal & Disposal, < 2"	$65.00	$1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$65.00	$13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, < 2"	$95.00	$950.00
630	10	SY	Concrete Pavement Removal & Disposal, 2" -6"	$110.00	$1,100.00
635	50	SY	Concrete Curb and Gutter Removal & Disposal	$29.00	$1,450.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$30.00	$300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$75.00	$3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$75.00	$3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$13,250.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00

665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$105.00	$1,050.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$75.00	$7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$75.00	$750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$2,650.00
685	10	SY	Replace Non City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$105.00	$105.00
695	10	SY	Replace Concrete Pavement	$290.00	$2,900.00
700	50	LF	Replace Concrete Curb & Gutter	$45.00	$2,250.00
705	10	SY	Replace Concrete Sidewalk	$190.00	$1,900.00
710	10	CY	Replace Gravel Surface, 0"-2"	$55.00	$550.00
715	10	CY	Replace Gravel Surface, 2"-4"	$65.00	$650.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$35.00	$5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$45.00	$2,250.00
730	4	EA	Service, 3/4" Single, New Main	$1,650.00	$6,600.00
735	2	EA	Service, 3/4" Double, New Main	$1,975.00	$3,950.00
740	2	EA	Service, 1", New Main	$1,825.00	$3,650.00
745	1	EA	Service, 1 1/2", New Main	$3,590.00	$3,590.00
750	1	EA	Service, 2", New Main	$3,970.00	$3,970.00
755	5	EA	Service, 3/4" Single, Existing Main	$1,650.00	$8,250.00
760	2	EA	Service, 3/4" Double, Existing Main	$1,975.00	$3,950.00
765	1	EA	Service, 1", Existing Main	$1,825.00	$1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$3,590.00	$3,590.00
775	1	EA	Service, 2", Existing Main	$3,950.00	$3,950.00
780	5	EA	Service Replacement, 3/4"	$1,850.00	$9,250.00
785	2	EA	Service Replacement, Double, 3/4"	$2,100.00	$4,200.00
790	1	EA	Service Replacement, 1"	$1,950.00	$1,950.00
795	1	EA	Service Replacement, 1 1/2"	$3,750.00	$3,750.00
800	1	EA	Service Replacement, 2"	$4,125.00	$4,125.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$1,200.00	$3,600.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$1,400.00	$1,400.00
815	1	EA	Meter Box Relocation/Replacement, 1-1 1/2"	$1,600.00	$1,600.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$1,600.00	$1,600.00
825	5	EA	Service Transfer, 3/4"	$625.00	$3,125.00
830	2	EA	Service Transfer, 1"	$725.00	$1,450.00
835	1	EA	Service Transfer, 1 1/2"	$825.00	$825.00
840	1	EA	Service Transfer at Main, 2"	$850.00	$850.00
845	1	EA	Reuse Existing Service at Main (3/4" - 2")	$725.00	$725.00
850	1	EA	Reuse Existing Meter Box & Setting	$525.00	$525.00
855	1	EA	Adjust Meter Box To Grade	$450.00	$450.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$650.00	$7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$775.00	$3,100.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$950.00	$2,850.00

875	3	EA	Service Saddle, 2" Tap, 4" 12" Main	$1,075.00	$3,225.00
880	100	LF	Service Tubing, 3/4"	$33.50	$3,350.00
885	100	LF	Service Tubing, 1"	$36.25	$3,625.00
890	100	LF	Service Tubing, 1 1/2"	$44.00	$4,400.00
895	25	LF	Service Tubing, 2"	$53.00	$1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$2,350.00	$2,350.00
905	1	GROUP OF 10	Air and Vacuum Valve (individual)	$21,250.00	$21,250.00
910	1	EA	Automatic Flushing Valve	$6,235.00	$6,235.00
915	$20,000	EA	Materials Mark-Up Over Invoice	$20,000.00	$20,000.00
920	$8,000	EA	Traffic Control Mark-Up Over Invoice	$8,000.00	$8,000.00
925	1	Allow.	Street Cut Permits	$375.00	$375.00
930	1	EA	Project Signs	$450.00	$450.00
935	10	HR	Archeological Required Delay (After 2 hrs)	$375.00	$3,750.00
940	1	LS	Archeological Required Mob/Demob	$450.00	$450.00
EMERGENCY REPAIR					$
9000	175	HR	Supervisor's Truck with tools	$35.00	$6,125.00
9100	80	HR	Backhoe Skid Steer	$58.00	$4,640.00
9200	8	HR	Compressor with tools	$55.00	$440.00
9300	16	HR	Dump Truck	$60.00	$960.00
9400	4	HR	Pump	$30.00	$120.00
9500	300	HR	Laborer	$43.00	$12,900.00
9600	200	HR	Pipe Fitter	$45.00	$9,000.00
9700	200	HR	Equipment Operator	$58.00	$11,600.00
9800	175	HR	Foreman	$70.00	$12,250.00
9900	$5,000	EA	Rental items Mark-Up over Invoice (multiply $5000 x your % for item Price)	$5,000.00	$5,000.00
9950	$20,000	EA	Materials Mark-Up Over Invoice (multiply $20,000 x your % for item Price)	$20,000.00	$20,000.00

Total of all item Prices (last column) $1,169,311.25

Base Bid - Contractor shall be chosen based on the total of all Bid Items, Item Price, as Bid, exclusive of Gross Receipts Tax:

One Million,One hundred Sixty Nine thousand & Three hundred & eleven Dollars & Twenty Five Cents $1,169,311.25

(use words)

4. The Bidder agrees that:

A. For all "normal " Work Orders (WO) the work to be performed under the WO shall commence not later than (10) consecutive calender days after the date of written Notice to Proceed. For all "emergency" Wos the Contractor shall be on site within 4-hours.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202777

Contractor: Sub Surface Contracting

Description: City Wide Construction Price Agreement
WTR1950536

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☑ Approved by Council Date: Pending

Contract / Lease: $250,000 per FY for 4 years excluding GRT

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: 21/37/B June 2021

Fran Dunaway (Jul 8, 2021 [illegible]:22 MDT)

Purchasing Officer Review: Jul 8, 2021 Date:

Comment & Exceptions: Issued an RFP- award of PA for procuring

4. Funding Source: Water Enterprise Fund CIP Org / Object: 5050395.572970

Andy Hopkins (Jul 6, 2021 09:41 MDT)

Budget Officer Approval: Jul 6, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company — 14184
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER B : Builders Trust of New Mexico
	INSURER C :
	INSURER D :
	INSURER E :
	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 [X] PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z75944	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			Z75944	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0692	1/1/2021	1/1/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2020	7/1/2021	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2021

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

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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 X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0692	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Public Utilities Department
801 West San Mateo
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

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

Issued Date: April 01, 2021

Expiration Date: April 01, 2022

CRS Number: 02104256000

License Type: Business License - Renewable

Classification: Contractor - Specialty

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Bill Huey

Public Utilities Dept / Water Division/Bill Huey — Engineer — 6/16/2021
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Jul 8, 2021 10:22 MDT)

Chief Procurement Officer — Jul 8, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Signature: Michael Moya

Email: mrmoya@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Jun 17, 2021 13:22 MDT)

Email: jmmontoya@santafenm.gov

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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.

Assignment:

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

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

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

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

Inspection of Plant: The Chief Procurement Officer 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.

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

Taxes: The unit price shall exclude all state taxes.

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

Non-Collusion: In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City 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).

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.

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

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

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.

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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

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 City. The City 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 City to recover excessive or illegal payments.

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

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all 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 City's Chief Procurement Officer, his/her designee or the Requesting Department 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
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
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. Contractor shall give the 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.

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 City's Chief procurement Officer 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 City's Chief procurement Officer 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 City, 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 hold 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.

Contractor 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 item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**, hereinafter referred to as the "City," and **A.A.C. Construction, LLC** , hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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. 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.)

E. The 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

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

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

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. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

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:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Entire Agreement.

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

18. Penalties for violation of law.

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

19. 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 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.

20. 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 Section 38-3-1 (G) NMSA 1978. 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.

21. 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.

22. Professional Liability Insurance.

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

23. Other 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.

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 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.

D. 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.

24. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

25. 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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

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. 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.

28. 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.

29. Notices.

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

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
A.A.C Construction LLC
18 La Luna Road
Santa Fe, NM 87507

30. Authority.

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

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:

CONTRACTOR:
A.A.C Construction LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnsp.net, c=US
Date: 2021.06.18 09:44:50 -06'00'

NAME

Managing Member
TITLE

DATE: 6-18-2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

KRISTINE BUSTOS MIHIELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572970 AJH
Org. Name/Org#. AJH

WTR1950536

PRICE SHEETS

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202778

Contractor: A.A.C Construction

Description: City Wide Construction Price Agreement
WTR1950536

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☑ Approved by Council Date: Pending

Contract / Lease: $250,000 per FY for 4 years excluding GRT

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: 21/37/B June 2021

Fran Donaway
Fran Donaway (Jul 8, 2021 10:22 MDT)

Purchasing Officer Review: Date: Jul 8, 2021

Comment & Exceptions: issued an RFP - award of a PA

4. Funding Source: Water Enterprise Fund CIP Org / Object: 5050395.572970

Andy Hopkins
Andy Hopkins (Jul 6, 2021 09:41 MDT)

Budget Officer Approval: Date: Jul 6, 2021

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C. Construction, LLC

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey, PUD/Water

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey — Bill Huey — Engineer — 6/16/2021

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Jul 8, 2021 10:22 MDT) — Chief Procurement Officer — Jul 8, 2021

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

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: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	INSURER A: Donegal Insurance Group	
	INSURER B: New Mexico Mutual Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **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:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9030765	01/01/2021	01/01/2022	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 $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
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

Susan J. Vance

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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

Owner: Andrew Sisneros

License Number: 222939

Issued Date: June 07, 2021

Expiration Date: June 07, 2022

CRS Number: 03157349-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
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

25-0130 AAC Construction

Final Audit Report 2025-03-28

Created:	2025-03-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtBBiRuXJD7QRFsv9uWJZVZHgltPIZnLm

"25-0130 AAC Construction" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-03-27 - 11:31:15 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-03-27 - 11:32:29 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-03-28 - 2:17:32 AM GMT- IP address: 104.28.48.217

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-03-28 - 2:17:53 AM GMT - Time Source: server- IP address: 73.242.252.236

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-03-28 - 2:17:56 AM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-28 - 5:01:34 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-03-28 - 5:01:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-03-28 - 5:01:41 PM GMT

Powered by Adobe Acrobat Sign

URGENT_AAC Construction Amendment #2 3202778

Interim Agreement Report 2025-06-13

Created:	2025-06-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAwbJF95_0S32vZuYpj4-HBZJ7v57VgMjW

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.

"URGENT_AAC Construction Amendment #2 3202778" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-06-12 - 10:17:06 PM GMT- IP address: 216.147.124.183

Document emailed to jmmontoya@santafenm.gov for signature
2025-06-12 - 10:34:38 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

memo

Date: June 13, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jonathan M. Montoya, Acting Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Approval of Amendment No. 4 to Price Agreement Items # 21-0483 and 23-0183 with A.A.C. Construction, LLC. to Increase Maximum Compensation by $14,958,124.70 for a New Total Contract Amount of $20,000,000.00 Including NMGRT and Increase Contract Term to 10 years with Future Yearly Budgets Set by Budget Availability, and for a BAR Approval in the Amount of $3,000,000

Vendor Name: A.A.C. Construction, LLC.

Vendor Number: 3202927

ITEM AND ISSUE:

The Water Division Requests Approval of Amendment No. 4 to Price Agreement Item # 21-0483 and Item # 23-0183 with A.A.C. Construction, LLC (AAC) to increase maximum compensation by $14,958,124.70 for a new total contract amount of $20,000,000.00 including NMGRT and increase contract term to 10 years with future yearly budgets set by budget availability, and Approval for a BAR in the amount of $3,000,000. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendment No. 4 to Price Agreement #21-0483 and #23-0183

BACKGROUND AND SUMMARY:

The Priority Line Replacement (PLR) Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface and AAC for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

AAC and Sub Surface are the primary PLR contractors for main line breaks. The Water Division is requesting approval to extend the Contract Term with AAC to 10 years from award date and to increase

the maximum contract amount to $20,000,000.00 including NMGRT. If approved the extended contract term will end on June 30, 2031.

The Water Division is also requesting approval of the attached BAR for $3,000,000.00 including NMGRT for FY26 work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. 21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 9/12/2021.

Chief Procurement Officer Approval: _____ **Date:** 06/17/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202927.

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS LOTERO (Jun 17, 2025 10:38 MDT) **Date:** 06/17/2025
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: Contract is used to replace obsolete sections of our water mains.

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

Project Ledger #: WTR2550521

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden **Date:** 06/16/2025
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:

ATTACHMENTS:

1. Contract 3202927 Amendment No. 4
2. Budget Adjustment Request
3. Original Contract Packet with Amendments

cc:

Item # _____
Munis Contract # 3202927
Original Contract Item # 21-0483
ITB # 21/43/B

CITY OF SANTA FE
AMENDMENT No. 4 TO PRIORITY LINE REPLACEMENT
PRICE AGREEMENT # 21-0484

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE ON CALL PRIORITY LINE REPLACEMENT PRICE AGREEMENT, CIP #3058, dated September 12, 2021 (the "Contract"), between the City of Santa Fe (the "City") and A.A.C. Construction, 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 on-call construction Services for the Priority Line Replacement Contract for the City of Santa Fe Water Division.

B. Pursuant to Article 14 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of fourteen million, nine hundred and fifty-eight thousand, one hundred and twenty-four dollars and seventy cents ($14,958,124.70) so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED UNIT PRICE SHEETS, such compensation not to exceed twenty million dollars ($20,000,000.00) including New Mexico Gross Receipts Tax ("NMGRT") over a total of ten (10) years. The total amount payable to the Contractor under this Agreement, including NMGRT paid at the rate of 8.1875%, and expenses, shall not exceed twenty million dollars ($20,000,000.00) for the term of this Agreement. Payment will depend on budget availability at the time of purchase.

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 performedand 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat the services have been received and accepted, payment shall be tendered to the Contractor within thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

.

D. **Unit Rate Price Adjustments:**

The contractor(s) awarded under this solicitation will have an initial contract term of one (1) year, with the option for the City to extend the contract for up to nine (9) additional one-year terms, for a total of ten (10) years. To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final . **No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase

Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

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. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC.

Andrew Sisneros (Jun 12, 2025 18:02 MDT)

Andrew Sisneros, President

DATE: 06/12/2025

CRS # 02104256000

Registration # 46991

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 13, 2025 08:16 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

3202927 CA 4

Final Audit Report 2025-06-13

Created:	2025-06-12
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADITrj2IYL6crW6BHI-MC1FUf5KdUsmlX

"3202927 CA 4" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-12 - 11:29:29 PM GMT- IP address: 63.232.20.2

Document emailed to Andrew Sisneros (andrew@cnsp.net) for signature
2025-06-12 - 11:30:15 PM GMT

Email viewed by Andrew Sisneros (andrew@cnsp.net)
2025-06-13 - 0:01:29 AM GMT- IP address: 129.222.129.102

Document e-signed by Andrew Sisneros (andrew@cnsp.net)
Signature Date: 2025-06-13 - 0:02:22 AM GMT - Time Source: server- IP address: 129.222.129.102

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-06-13 - 0:02:24 AM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-06-13 - 2:15:57 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-06-13 - 2:16:10 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-06-13 - 2:16:10 PM GMT

Powered by Adobe Acrobat Sign

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109

CONTACT NAME: Isai Gomez
PHONE (A/C, No, Ext): 602-374-1341 **FAX (A/C, No):**
E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2025	01/01/2026	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 / RETENTION $			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE 	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890110	01/01/2025	01/01/2026	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
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Santa Fe Water Division
801 W. San Mateo
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

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DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

RE: Various Jobs and Projects

CITY OF SANTA FE

Purchasing Memo

Date: February 3, 2025

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

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Via: Jesse D. Roach, Interim Public Utilities Department Director. Alan Webber

Subject: Request approval of Amendment No. 3 to Price Agreement Item # 24-0653 with A.A.C. Construction LLC (AAC) to Correct Contract Compensation Language**.** (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Contract Number: 3202927

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 3 to correct compensation language in the contract for Amendment 2. All memo language will stay the same as it was in Amendment 2.

On November 13, 2024 the Governing Body approved the Public Utilities Department, Water Division request for approval of Amendment No. 2 to Price Agreement Item # 23-0183 (Munis contract number 3202927) with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. However, the amount in the contract was inaccurate.

Paragraph 1. Compensation, of Amendment 2 stating the total amount payable to the Contractor shall not exceed $5,438,228.27 has been changed to the correct amount of $5,041,875.30.

CONTRACT NUMBER:

The Munis contract number is 3202927

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY 2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds. The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line repairs and replacements. The contract is funded from the CIP budget for Transmission and Distribution to work on their infrastructure.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/Fund 500

Munis Org Name/Number: Water CIP/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: ~~Andy Hopkins~~ LAZAR **Date:** Mar 4, 2025

Budget Officer Comment/Exceptions: GB MTG 02/26/2025

PROCUREMENT METHOD:

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

Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer (CPO) / Designee: Travis Dutton-Leyda **Date:** Feb 13, 2025

CPO Comment/Exceptions: 25-0082

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: WTR2550524

Approval: Josie Bolden **Title:** Controller **Date:** Feb 12, 2025

Comment/Exceptions: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

Department Contract Administrator Contact Info:

Gina Wolff, vawolff@santafenm.gov

ATTACHMENTS:
Amendment No. 3
Budget Amendment Request (BAR)
Original Contract Packet 3202927 with Amendments 1 & 2

Item#_____
Munis Contract#3202927
Original Contract Item#21-0483
CIP #3058

CITY OF SANTA FE
AMENDMENT No. 3 TO
The Priority Line Replacement Price Agreement
ITEM#21-0483

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE Agreement, dated September 10, 2021 (the "Agreement"), between the City of Santa Fe and A.A.C. Construction, LLC. 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 the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 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 2, paragraph A of the Contract is replaced entirely with the following language:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to five million, forty-one thousand, eight hundred and seventy-five dollars ($5,041,875.00). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred eighty-six thousand five hundred fifty-one dollars and sixty-five cents ($386,551.65) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million forty-one thousand eight hundred**

seventy-five dollars ($5,041,875.00). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 (Mar 4, 2025 14:00 MST)

Alan Webber, Mayor

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (Jan 31, 2025 06:08 MST)

Andrew Sisneros

DATE: Jan 31, 2025

TITLE: Managing Member

NMBTIN: _____
CRS# 03-157349-00-5

ATTEST:

ANDREA SALAZAR (Mar 4, 2025 14:01 MST)

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 31, 2025 09:41 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER

FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov)

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement # 23-0183

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of $1,000,000 to this contract, $500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of $1,581,875.00 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** Nov 1, 2024
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number for AAC is 3202927
The FY25 Project ledger number for Priority Line Replacement is WTR2550521

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** Oct 31, 2024
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: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

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

Project Ledger #: _____

Anticipated length of project: To be determined _____

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:

Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:
Contract 3202927 Amendment No. 2
Budget Amendment Request (BAR)

cc:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,581,875	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,581,875	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Please see attached Memo.

Contract (3202927) with A.A.C. Construction LLC for priority line repairs Amendment No. 2

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,581,875)
TOTAL:	**(1,581,875)**

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By *{print name}* — Date

Oct 31, 2024
Division Director Signature *{optional}* — Date

John Dupuis (Oct 31, 2024 15:27 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Isai Gomez
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	PHONE (A/C, No, Ext): 602-374-1341 FAX (A/C, No): E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $500,000 $15,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2024	01/01/2025	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 $0			CXL9557153	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890109	04/04/2024	01/01/2025	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
A	Leased/ Rented Equipment			CPT9557153	01/01/2024	01/01/2025	$336,611 - Limit $1,000 - Deductible	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.
The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
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



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DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.
The Inland Marine policy includes a Loss Payee endorsement that provides Loss Payee status to the Certificate holder as respects to the above referenced.

RE: Various Jobs and Projects

Item # 23-0183
Munis # 3202927

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE AGREEMENT
ITEM# 21-0483

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT, dated September 8, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and AAC Construction, 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 Priority Line Replacement work for the City of Santa Fe.

B. Pursuant to Article 14 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two million two hundred and ten thousand dollars ($2,210,000) including applicable gross receipts tax, so that Article 2, paragraph A reads in its entirety:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred and ninety three thousand one hundred and sixty two dollars and seventy five cents ($3,193,162.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two hundred and sixty six thousand eight hundred and thirty seven dollars and twenty five cents. ($266,837.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three million four hundred and sixty thousand dollars ($3,460,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 City of Santa Fe Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Apr 30, 2023

CONTRACTOR:
AAC Construction, LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnspj.net, c=US
Date: 2023.03.28 06:08:49 -06'00'

NAME & TITLE Managing Member

Date: 3-28-2023

CRS# 03-157349-00-5
Registration # 19-00127501

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 04/26/23

CITY ATTORNEY'S OFFICE:

Patricia Feghali
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 5, 2023 18:22 MDT)

Apr 5, 2023

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536
Org/Obj

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Replacement

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: as approved Term End Date: 6/30/25

☑ Approved by Council Date: Pending

Contract / Lease: Contract $1,250,000

Amendment # 1 to the Original Contract / Lease # 21-0483

Increase/(Decrease) Amount $ $3,460,000

Extend Termination Date to: N/A

☉ Approved by Council Date: Pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract # 21-0483 $1,250,000 approved 9/8/21

3. Procurement History: 21/43/B

[signature] For Apr 5, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: amending compensation

4. Funding Source: Water Enterprise Fund CIP Org / Object: 5050395.572970

Andy Hopkins (Apr 5, 2023 17:21 MDT) Apr 5, 2023

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: May 20, 2022

Classification: Out of Jurisdiction Contractor - General

Expiration Date: May 20, 2023

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
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 1c 2.7.2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey Bill Huey Engineer

Department Rep Printed Name (attesting that all information included) Title Date

for Apr 5, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	3/17/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 5,000,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Amendments #1 to A.A.C Construction and Sub Surface for

FY 23 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(5,000,000)
TOTAL:	**(5,000,000)**

Maya Martinez 3/17/2023
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

John Dupuis (Apr 4, 2023 17:41 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 4/5/23
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Sub Surface Contracting, Inc.	$892,448.25	$821,052.39
A.A.C. Construction, LLC	$933,364.22	
TLC Plumbing & Utility	$1,158,308.40	
Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 3,500,000	$ -

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for

FY 2022 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,500,000)
TOTAL:	**(3,500,000)**

Maya Martinez — 8/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Shannon Jones — 3/19/2021
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 — 8/20/21
Andy Hopkins (Aug 20, 2021 11:52 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item# 21-0483
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **A.A.C. CONSTRUCTION**., hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State andCity inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents ($1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents ($97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars ($1,250,000)). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended dateof termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or anyother benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 specifiedin 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 surcty 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 specifiedin 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest: Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable

provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

14. 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 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) Agreement compensation, as outlined in Article 2; or
5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

19. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexicoover any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor

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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 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 tothe 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 minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The 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.

24. Indemnification.

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto 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 anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico

Tort Claims Act.

26. 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.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive 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 unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing andshall 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)

NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:10 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	$ 32.50	$ 1,137.50	$ 30.00	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	$ 38.00	$ 1,330.00	$ 36.00	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	$ 36.00	$ 3,600.00	$ 34.00	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$ 43.50	$ 2,175.00	$ 42.00	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	$ 40.50	$ 6,075.00	$ 39.00	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	$ 49.00	$ 3,675.00	$ 48.00	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	$ 46.75	$ 9,350.00	$ 45.50	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$ 56.00	$ 1,960.00	$ 52.00	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	$ 52.00	$ 5,200.00	$ 49.00	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$ 69.37	$ 3,468.50	$ 66.75	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	$ 66.25	$ 9,937.50	$ 64.50	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	$ 87.00	$ 4,350.00	$ 79.00	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	$ 103.50	$ 5,175.00	$ 97.00	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	$ 167.50	$ 8,375.00	$ 100.00	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$ 42.00	$ 1,470.00	$ -	$ -
80	50	LF	4" DI Water Main, cip, <100'	$ 63.75	$ 3,187.50	$ 57.50	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	$ 56.50	$ 5,650.00	$ 56.00	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$ 63.50	$ 4,762.50	$ 53.00	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	$ 56.50	$ 14,125.00	$ 51.00	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	$ 68.00	$ 5,100.00	$ 60.25	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	$ 73.00	$ 18,250.00	$ 58.00	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$ 77.00	$ 2,695.00	$ 65.00	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	$ 74.00	$ 7,400.00	$ 63.00	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	$ 99.00	$ 4,950.00	$ 78.00	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$ 89.50	$ 8,950.00	$ 74.00	$ 7,400.00
130	50	LF	14" DI Water Main, cip	$ 115.50	$ 5,775.00	$ 87.00	$ 4,350.00
135	50	LF	16" DI Water Main, cip	$ 139.50	$ 6,975.00	$ 101.00	$ 5,050.00
140	50	LF	24" DI Water Main, cip	$ 207.00	$ 10,350.00	$ 159.00	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$ 41.00	$ 3,075.00	$ 8.00	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	$ 98.00	$ 4,900.00	$ 12.00	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$ 154.00	$ 3,850.00	$ 30.00	$ 750.00
160	20	CY	Rock Excavation	$ 325.00	$ 6,500.00	$ 220.00	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$ 50.00	$ 15,000.00	$ 65.00	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$ 36.00	$ 2,700.00	$ 24.00	$ 1,800.00
175	1,000	LB	Fitting Installation	$ 4.50	$ 4,500.00	$ 4.00	$ 4,000.00
180	500	LB	Fitting Insertion	$ 26.00	$ 13,000.00	$ 34.00	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$ 60.00	$ 1,500.00	$ 65.00	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$ 86.50	$ 4,325.00	$ 105.00	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$ 98.50	$ 4,925.00	$ 119.00	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$ 123.00	$ 2,460.00	$ 121.00	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$ 147.50	$ 2,950.00	$ 145.00	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$ 184.50	$ 3,690.00	$ 179.00	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$ 275.00	$ 2,750.00	$ 250.00	$ 2,500.00
220	25	EA	4" Joint Harness	$ 70.50	$ 1,762.50	$ 40.00	$ 1,000.00
225	50	EA	6" Joint Harness	$ 95.00	$ 4,750.00	$ 110.00	$ 5,500.00
230	50	EA	8" Joint Harness	$ 125.00	$ 6,250.00	$ 120.00	$ 6,000.00
235	20	EA	10" Joint Harness	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00
240	20	EA	12" Joint Harness	$ 192.50	$ 3,850.00	$ 180.00	$ 3,600.00
245	20	EA	14" Joint Harness	$ 370.00	$ 7,400.00	$ 375.00	$ 7,500.00
250	10	EA	16" Joint Harness	$ 427.50	$ 4,275.00	$ 410.00	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$ 315.00	$ 3,150.00	$ 250.00	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$ 1,350.00	$ 2,700.00	$ 1,350.00	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$ 1,567.50	$ 6,270.00	$ 1,500.00	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$ 1,900.00	$ 7,600.00	$ 1,800.00	$ 7,200.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$ 2,250.00	$ 4,500.00	$ 2,100.00	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$ 2,650.00	$ 10,600.00	$ 2,300.00	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$ 4,747.50	$ 4,747.50	$ 4,200.00	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	$ 3,587.50	$ 3,587.50	$ 3,100.00	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	$ 6,050.00	$ 6,050.00	$ 4,100.00	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$ 807.50	$ 1,615.00	$ 850.00	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	$ 925.00	$ 1,850.00	$ 1,200.00	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	$ 1,200.00	$ 6,000.00	$ 1,525.00	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	$ 1,650.00	$ 8,250.00	$ 1,725.00	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	$ 2,315.00	$ 2,315.00	$ 2,325.00	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	$ 2,900.00	$ 5,800.00	$ 2,800.00	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$ 792.50	$ 792.50	$ 700.00	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	$ 1,837.50	$ 1,837.50	$ 1,800.00	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	$ 1,950.00	$ 19,500.00	$ 1,825.00	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	$ 2,475.00	$ 7,425.00	$ 2,000.00	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	$ 4,000.00	$ 4,000.00	$ 3,700.00	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	$ 4,552.50	$ 4,552.50	$ 4,200.00	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	$ 7,025.00	$ 7,025.00	$ 6,500.00	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	$ 16,755.00	$ 16,755.00	$ 16,190.00	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$ 23,750.00	$ 23,750.00	$ 23,250.00	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$ 4,975.00	$ 4,975.00	$ 4,850.00	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	$ 7,680.00	$ 7,680.00	$ 6,600.00	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	$ 10,042.50	$ 10,042.50	$ 9,125.00	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$ 2,987.50	$ 14,937.50	$ 3,200.00	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$ 767.50	$ 1,535.00	$ 700.00	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$ 1,017.50	$ 1,017.50	$ 920.00	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	$ 1,350.00	$ 1,350.00	$ 700.00	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	$ 887.50	$ 887.50	$ 575.00	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	$ 1,657.50	$ 1,657.50	$ 1,500.00	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	$ 1,420.00	$ 1,420.00	$ 1,300.00	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	$ 6,780.00	$ 6,780.00	$ 6,725.00	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	$ 7,065.50	$ 7,065.50	$ 6,950.00	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	$ 8,432.50	$ 8,432.50	$ 8,195.00	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$ 11,091.50	$ 11,091.50	$ 10,800.00	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	$ 15,362.50	$ 15,362.50	$ 14,925.00	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	$ 29,837.50	$ 29,837.50	$ 29,500.00	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	$ 2,970.00	$ 2,970.00	$ 2,750.00	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	$ 4,245.00	$ 4,245.00	$ 3,940.00	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	$ 825.00	$ 825.00	$ 450.00	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	$ 1,025.00	$ 1,025.00	$ 550.00	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	$ 1,275.00	$ 1,275.00	$ 750.00	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	$ 4,000.00	$ 4,000.00	$ 3,185.00	$ 3,185.00
495	20	EA	Valve Box, cip.	$ 575.00	$ 11,500.00	$ 625.00	$ 12,500.00
500	5	EA	Valve Box Replacement	$ 750.00	$ 3,750.00	$ 775.00	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	$ 425.00	$ 2,125.00	$ 325.00	$ 1,625.00
510	3	EA	Valve Box Adjustment	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	$ 200.00	$ 200.00	$ 250.00	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$ 925.00	$ 3,700.00	$ 825.00	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$ 1,000.00	$ 8,000.00	$ 1,050.00	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$ 1,500.00	$ 12,000.00	$ 1,075.00	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$ 1,000.00	$ 7,000.00	$ 1,025.00	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	$ 8,900.00	$ 8,900.00	$ 8,995.00	$ 8,995.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	$ 2,606.00	$ 2,606.00	$ 2,275.00	$ 2,275.00
550	1	EA	Bollards (pair)	$ 1,180.00	$ 1,180.00	$ 975.00	$ 975.00
555	18	LF	4" Steel Casing	$ 31.37	$ 564.66	$ 95.00	$ 1,710.00
560	18	LF	4" PVC Casing	$ 15.40	$ 277.20	$ 75.00	$ 1,350.00
565	18	LF	14" Steel Casing	$ 107.43	$ 1,933.74	$ 175.00	$ 3,150.00
570	18	LF	16" Steel Casing	$ 124.02	$ 2,232.36	$ 200.00	$ 3,600.00
575	18	LF	18" Steel Casing	$ 144.03	$ 2,592.54	$ 275.00	$ 4,950.00
580	18	LF	22" Steel Casing	$ 234.94	$ 4,228.92	$ 300.00	$ 5,400.00
585	18	LF	26" Steel Casing	$ 290.67	$ 5,232.06	$ 400.00	$ 7,200.00
590	18	LF	28" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
595	18	LF	30" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
600	18	LF	36" Steel Casing	$ 287.03	$ 5,166.54	$ 500.00	$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	$ 575.00	$ 28,750.00	$ 40.00	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$ 62.00	$ 1,116.00	$ 39.00	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$ 29.50	$ 737.50	$ 65.00	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$ 17.70	$ 3,540.00	$ 65.00	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	$ 97.50	$ 975.00	$ 90.00	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	$ 132.50	$ 1,325.00	$ 95.00	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	$ 12.00	$ 600.00	$ 25.00	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$ 65.00	$ 650.00	$ 30.00	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$ 72.00	$ 3,600.00	$ 75.00	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$ 84.96	$ 849.60	$ 75.00	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$ 167.56	$ 1,675.60	$ 75.00	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 7,450.00	$ 75.00	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 745.00	$ 75.00	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$ 167.56	$ 167.56	$ 75.00	$ 75.00
695	10	SY	Replace Concrete Pavement	$ 261.50	$ 2,615.00	$ 275.00	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	$ 155.00	$ 1,550.00	$ 170.00	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	$ 56.00	$ 560.00	$ 85.00	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	$ 66.00	$ 660.00	$ 120.00	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$ 34.00	$ 5,100.00	$ 35.00	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	$ 1,262.50	$ 5,050.00	$ 1,475.00	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	$ 1,662.50	$ 3,325.00	$ 1,775.00	$ 3,550.00
740	2	EA	Service, 1", New Main	$ 1,887.50	$ 3,775.00	$ 1,825.00	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
750	1	EA	Service, 2", New Main	$ 3,985.00	$ 3,985.00	$ 3,870.00	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	$ 1,450.00	$ 7,250.00	$ 1,475.00	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	$ 1,912.50	$ 3,825.00	$ 1,775.00	$ 3,550.00
765	1	EA	Service, 1", Existing Main	$ 1,900.00	$ 1,900.00	$ 1,825.00	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
775	1	EA	Service, 2", Existing Main	$ 4,300.00	$ 4,300.00	$ 3,870.00	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	$ 1,602.50	$ 8,012.50	$ 1,475.00	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	$ 1,950.00	$ 3,900.00	$ 1,775.00	$ 3,550.00
790	1	EA	Service Replacement, 1"	$ 2,100.00	$ 2,100.00	$ 1,825.00	$ 1,825.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	$ 3,875.00	$ 3,875.00	$ 3,450.00	$ 3,450.00
800	1	EA	Service Replacement, 2"	$ 4,512.00	$ 4,512.00	$ 3,870.00	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$ 1,000.00	$ 3,000.00	$ 895.00	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$ 1,150.00	$ 1,150.00	$ 915.00	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	$ 1,800.00	$ 1,800.00	$ 1,400.00	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$ 1,900.00	$ 1,900.00	$ 1,400.00	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	$ 812.50	$ 4,062.50	$ 725.00	$ 3,625.00
830	2	EA	Service Transfer, 1"	$ 912.50	$ 1,825.00	$ 825.00	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	$ 1,112.50	$ 1,112.50	$ 925.00	$ 925.00
840	1	EA	Service Transfer at Main, 2"	$ 1,325.00	$ 1,325.00	$ 975.00	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	$ 962.50	$ 962.50	$ 725.00	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	$ 437.50	$ 437.50	$ 525.00	$ 525.00
855	1	EA	Adjust Meter Box To Grade	$ 412.50	$ 412.50	$ 425.00	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$ 500.00	$ 5,500.00	$ 650.00	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$ 462.50	$ 1,850.00	$ 675.00	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$ 562.50	$ 1,687.50	$ 750.00	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$ 650.00	$ 1,950.00	$ 775.00	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	$ 28.75	$ 2,875.00	$ 31.50	$ 3,150.00
885	100	LF	Service Tubing, 1"	$ 34.12	$ 3,412.00	$ 33.75	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	$ 46.50	$ 4,650.00	$ 44.00	$ 4,400.00
895	25	LF	Service Tubing, 2"	$ 65.50	$ 1,637.50	$ 53.00	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$ 450.00	$ 450.00	$ 1,550.00	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	$ 8,045.00	$ 8,045.00	$ 15,500.00	$ 15,500.00
910	1	EA	Automatic Flushing Valve	$ 5,867.50	$ 5,867.50	$ 4,350.00	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	$ 1,440.00	$ 1,440.00	$ 1,200.00	$ 1,200.00
925	1	Allow.	Street-Cut Permits	$ 175.00	$ 175.00	$ 375.00	$ 375.00
930	1	EA	Project Signs	$ 675.00	$ 675.00	$ 450.00	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs)	$ 250.00	$ 2,500.00	$ 185.00	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	$ 725.00	$ 725.00	$ 700.00	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck With tools	$ 35.00	$ 6,125.00	$ 30.00	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	$ 57.00	$ 4,560.00	$ 58.00	$ 4,640.00
9200	8	HR	Compressor with tools	$ 54.00	$ 432.00	$ 35.00	$ 280.00
9300	16	HR	Dump Truck	$ 65.00	$ 1,040.00	$ 60.00	$ 960.00
9400	4	HR	Pump	$ 25.00	$ 100.00	$ 15.00	$ 60.00
9500	300	HR	Laborer	$ 42.50	$ 12,750.00	$ 43.00	$ 12,900.00
9600	200	HR	Pipe Fitter	$ 44.50	$ 8,900.00	$ 45.00	$ 9,000.00
9700	200	HR	Equipment Operator	$ 57.50	$ 11,500.00	$ 58.00	$ 11,600.00
9800	175	HR	Foreman	$ 59.50	$ 10,412.50	$ 60.00	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your % for Item Price)	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Repl acement

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: as approved Term End Date: 6/30/25

☑ Approved by Council Date: Pending

Contract / Lease: Contract $1,250,000

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** 21/43/B

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Issuance of award from ITB 21/73/B issued. 1st. year.

4. **Funding Source:** Water Enterprise Fund CIP **Org / Object:** 5050395.572970

Andy Hopkins

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

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: Susan Vance
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300 FAX (A/C, No): (505) 881-0908 E-MAIL ADDRESS: svance@downeyandco.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
A.A.C. Construction, LLC 18 La Luna Rd Santa Fe NM 87507	INSURER A: Donegal Insurance Group	
	INSURER B: New Mexico Mutual Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **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:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							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			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
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

Susan J. Vance

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of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: June 07, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: June 07, 2022

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (RFP)* ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)		Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Dunaway (Aug 23, 2021 12:29 MDT)		Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)		Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: March 28, 2023

To: Finance Committee / Public Works-Public Utilities Committee

Via: Emily Oster, Finance Director EKO
Travis Dutton-Leyda, Chief Procurement Officer TDL
John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer Associate

RE: Request to add funds to bid number '21/43/B for the FY 2223 Priority Line Replacement Price Agreement, CIP # 3058 A.A.C. Construction, LLC. in the amount of $2,210,000.00 including NMGRT for the remainder of the contract term (FY2024-25). Approval of the BAR – Budget Increase in the amount of $5,000,000

ITEM AND ISSUE:

The Water Division requests increasing the amount of award for bid number '21/43/B for Priority Line Replacement Price Agreement, CIP # 3058 to A.A.C. Construction, LLC by $2,210,000.00 inclusive of NMGRT for the remaining three (3) Fiscal Years, FY 2022-23 until FY2024-25.

Approval of the BAR – Budget Increase in the amount of $5,000,000 from the Water Enterprise Fund cash balance into the Water CIP fund, of which $2,210,000 is for this amendment.

BACKGROUND AND SUMMARY:

City Council has awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. (Sub Surface) and A.A.C. Construction, LLC (AAC) for four (4) Fiscal Years, FY 2021-22 until FY2024-25 in the amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

Current expenditures on this contract are still at or below the initial contract amount. Current work on the contract will need additional funds. The contract funding needed for the completion of the contract term for AAC is $2,210,000.00 inclusive of NMGRT. Total funding for the entire contract with AAC will be $3,460,000 inclusive of NMGRT.

The attached BAR/Increase will provide funding for this AAC PLR Amendment #1 in the amount of $2,210,000 and the following Agenda Item Sub Surface PLR Amendment #1 in the amount of $2,790,000 for a combined amount of $5,000,000.

PROCUREMENT:
21/43/B for the FY 2022 Priority Line Replacement

CONTRACT NUMBER:

A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2023
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of increase of contract amount to A.A.C Construction, LLC for Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of $2,210,000.00 for a total amount of $3,460,000.00 inclusive of NMGRT through FY2024-25.

- Approval of the BAR/Increase to provide funding for this AAC PLR Amendment #1 in the amount of $2,210,000 and the following Agenda Item Sub Surface PLR Amendment #1 in the amount of $2,790,000 for a combined amount of $5,000,000.

Item# 21-0483
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **A.A.C. CONSTRUCTION**., hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State andCity inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents ($1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents ($97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars ($1,250,000)). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended dateof termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or anyother benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 specifiedin 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 surcty 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 specifiedin 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest: Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable

provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew 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 thissection.

14. 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 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) Agreement compensation, as outlined in Article 2; or
5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

19. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexicoover any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proofof insurance of Contractor's compliance with the provisions of this section as a condition prior toperforming services under this Agreement.

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor

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 from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

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 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 tothe 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 minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The 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.

24. Indemnification.

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto 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 anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico

Tort Claims Act.

26. 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.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive 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 unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing andshall 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)

NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:10 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	$ 32.50	$ 1,137.50	$ 30.00	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	$ 38.00	$ 1,330.00	$ 36.00	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	$ 36.00	$ 3,600.00	$ 34.00	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$ 43.50	$ 2,175.00	$ 42.00	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	$ 40.50	$ 6,075.00	$ 39.00	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	$ 49.00	$ 3,675.00	$ 48.00	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	$ 46.75	$ 9,350.00	$ 45.50	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$ 56.00	$ 1,960.00	$ 52.00	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	$ 52.00	$ 5,200.00	$ 49.00	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$ 69.37	$ 3,468.50	$ 66.75	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	$ 66.25	$ 9,937.50	$ 64.50	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	$ 87.00	$ 4,350.00	$ 79.00	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	$ 103.50	$ 5,175.00	$ 97.00	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	$ 167.50	$ 8,375.00	$ 100.00	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$ 42.00	$ 1,470.00	$ -	$ -
80	50	LF	4" DI Water Main, cip, <100'	$ 63.75	$ 3,187.50	$ 57.50	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	$ 56.50	$ 5,650.00	$ 56.00	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$ 63.50	$ 4,762.50	$ 53.00	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	$ 56.50	$ 14,125.00	$ 51.00	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	$ 68.00	$ 5,100.00	$ 60.25	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	$ 73.00	$ 18,250.00	$ 58.00	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$ 77.00	$ 2,695.00	$ 65.00	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	$ 74.00	$ 7,400.00	$ 63.00	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	$ 99.00	$ 4,950.00	$ 78.00	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$ 89.50	$ 8,950.00	$ 74.00	$ 7,400.00
130	50	LF	14" DI Water Main, cip	$ 115.50	$ 5,775.00	$ 87.00	$ 4,350.00
135	50	LF	16" DI Water Main, cip	$ 139.50	$ 6,975.00	$ 101.00	$ 5,050.00
140	50	LF	24" DI Water Main, cip	$ 207.00	$ 10,350.00	$ 159.00	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$ 41.00	$ 3,075.00	$ 8.00	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	$ 98.00	$ 4,900.00	$ 12.00	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$ 154.00	$ 3,850.00	$ 30.00	$ 750.00
160	20	CY	Rock Excavation	$ 325.00	$ 6,500.00	$ 220.00	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$ 50.00	$ 15,000.00	$ 65.00	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$ 36.00	$ 2,700.00	$ 24.00	$ 1,800.00
175	1,000	LB	Fitting Installation	$ 4.50	$ 4,500.00	$ 4.00	$ 4,000.00
180	500	LB	Fitting Insertion	$ 26.00	$ 13,000.00	$ 34.00	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$ 60.00	$ 1,500.00	$ 65.00	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$ 86.50	$ 4,325.00	$ 105.00	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$ 98.50	$ 4,925.00	$ 119.00	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$ 123.00	$ 2,460.00	$ 121.00	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$ 147.50	$ 2,950.00	$ 145.00	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$ 184.50	$ 3,690.00	$ 179.00	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$ 275.00	$ 2,750.00	$ 250.00	$ 2,500.00
220	25	EA	4" Joint Harness	$ 70.50	$ 1,762.50	$ 40.00	$ 1,000.00
225	50	EA	6" Joint Harness	$ 95.00	$ 4,750.00	$ 110.00	$ 5,500.00
230	50	EA	8" Joint Harness	$ 125.00	$ 6,250.00	$ 120.00	$ 6,000.00
235	20	EA	10" Joint Harness	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00
240	20	EA	12" Joint Harness	$ 192.50	$ 3,850.00	$ 180.00	$ 3,600.00
245	20	EA	14" Joint Harness	$ 370.00	$ 7,400.00	$ 375.00	$ 7,500.00
250	10	EA	16" Joint Harness	$ 427.50	$ 4,275.00	$ 410.00	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$ 315.00	$ 3,150.00	$ 250.00	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$ 1,350.00	$ 2,700.00	$ 1,350.00	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$ 1,567.50	$ 6,270.00	$ 1,500.00	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$ 1,900.00	$ 7,600.00	$ 1,800.00	$ 7,200.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$ 2,250.00	$ 4,500.00	$ 2,100.00	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$ 2,650.00	$ 10,600.00	$ 2,300.00	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$ 4,747.50	$ 4,747.50	$ 4,200.00	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	$ 3,587.50	$ 3,587.50	$ 3,100.00	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	$ 6,050.00	$ 6,050.00	$ 4,100.00	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$ 807.50	$ 1,615.00	$ 850.00	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	$ 925.00	$ 1,850.00	$ 1,200.00	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	$ 1,200.00	$ 6,000.00	$ 1,525.00	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	$ 1,650.00	$ 8,250.00	$ 1,725.00	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	$ 2,315.00	$ 2,315.00	$ 2,325.00	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	$ 2,900.00	$ 5,800.00	$ 2,800.00	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$ 792.50	$ 792.50	$ 700.00	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	$ 1,837.50	$ 1,837.50	$ 1,800.00	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	$ 1,950.00	$ 19,500.00	$ 1,825.00	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	$ 2,475.00	$ 7,425.00	$ 2,000.00	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	$ 4,000.00	$ 4,000.00	$ 3,700.00	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	$ 4,552.50	$ 4,552.50	$ 4,200.00	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	$ 7,025.00	$ 7,025.00	$ 6,500.00	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	$ 16,755.00	$ 16,755.00	$ 16,190.00	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$ 23,750.00	$ 23,750.00	$ 23,250.00	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$ 4,975.00	$ 4,975.00	$ 4,850.00	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	$ 7,680.00	$ 7,680.00	$ 6,600.00	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	$ 10,042.50	$ 10,042.50	$ 9,125.00	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$ 2,987.50	$ 14,937.50	$ 3,200.00	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$ 767.50	$ 1,535.00	$ 700.00	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$ 1,017.50	$ 1,017.50	$ 920.00	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	$ 1,350.00	$ 1,350.00	$ 700.00	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	$ 887.50	$ 887.50	$ 575.00	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	$ 1,657.50	$ 1,657.50	$ 1,500.00	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	$ 1,420.00	$ 1,420.00	$ 1,300.00	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	$ 6,780.00	$ 6,780.00	$ 6,725.00	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	$ 7,065.50	$ 7,065.50	$ 6,950.00	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	$ 8,432.50	$ 8,432.50	$ 8,195.00	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$ 11,091.50	$ 11,091.50	$ 10,800.00	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	$ 15,362.50	$ 15,362.50	$ 14,925.00	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	$ 29,837.50	$ 29,837.50	$ 29,500.00	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	$ 2,970.00	$ 2,970.00	$ 2,750.00	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	$ 4,245.00	$ 4,245.00	$ 3,940.00	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	$ 825.00	$ 825.00	$ 450.00	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	$ 1,025.00	$ 1,025.00	$ 550.00	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	$ 1,275.00	$ 1,275.00	$ 750.00	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	$ 4,000.00	$ 4,000.00	$ 3,185.00	$ 3,185.00
495	20	EA	Valve Box, cip.	$ 575.00	$ 11,500.00	$ 625.00	$ 12,500.00
500	5	EA	Valve Box Replacement	$ 750.00	$ 3,750.00	$ 775.00	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	$ 425.00	$ 2,125.00	$ 325.00	$ 1,625.00
510	3	EA	Valve Box Adjustment	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	$ 200.00	$ 200.00	$ 250.00	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$ 925.00	$ 3,700.00	$ 825.00	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$ 1,000.00	$ 8,000.00	$ 1,050.00	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$ 1,500.00	$ 12,000.00	$ 1,075.00	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$ 1,000.00	$ 7,000.00	$ 1,025.00	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	$ 8,900.00	$ 8,900.00	$ 8,995.00	$ 8,995.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	$ 2,606.00	$ 2,606.00	$ 2,275.00	$ 2,275.00
550	1	EA	Bollards (pair)	$ 1,180.00	$ 1,180.00	$ 975.00	$ 975.00
555	18	LF	4" Steel Casing	$ 31.37	$ 564.66	$ 95.00	$ 1,710.00
560	18	LF	4" PVC Casing	$ 15.40	$ 277.20	$ 75.00	$ 1,350.00
565	18	LF	14" Steel Casing	$ 107.43	$ 1,933.74	$ 175.00	$ 3,150.00
570	18	LF	16" Steel Casing	$ 124.02	$ 2,232.36	$ 200.00	$ 3,600.00
575	18	LF	18" Steel Casing	$ 144.03	$ 2,592.54	$ 275.00	$ 4,950.00
580	18	LF	22" Steel Casing	$ 234.94	$ 4,228.92	$ 300.00	$ 5,400.00
585	18	LF	26" Steel Casing	$ 290.67	$ 5,232.06	$ 400.00	$ 7,200.00
590	18	LF	28" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
595	18	LF	30" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
600	18	LF	36" Steel Casing	$ 287.03	$ 5,166.54	$ 500.00	$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	$ 575.00	$ 28,750.00	$ 40.00	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$ 62.00	$ 1,116.00	$ 39.00	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$ 29.50	$ 737.50	$ 65.00	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$ 17.70	$ 3,540.00	$ 65.00	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	$ 97.50	$ 975.00	$ 90.00	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	$ 132.50	$ 1,325.00	$ 95.00	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	$ 12.00	$ 600.00	$ 25.00	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$ 65.00	$ 650.00	$ 30.00	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$ 72.00	$ 3,600.00	$ 75.00	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$ 84.96	$ 849.60	$ 75.00	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$ 167.56	$ 1,675.60	$ 75.00	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 7,450.00	$ 75.00	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 745.00	$ 75.00	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$ 167.56	$ 167.56	$ 75.00	$ 75.00
695	10	SY	Replace Concrete Pavement	$ 261.50	$ 2,615.00	$ 275.00	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	$ 155.00	$ 1,550.00	$ 170.00	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	$ 56.00	$ 560.00	$ 85.00	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	$ 66.00	$ 660.00	$ 120.00	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$ 34.00	$ 5,100.00	$ 35.00	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	$ 1,262.50	$ 5,050.00	$ 1,475.00	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	$ 1,662.50	$ 3,325.00	$ 1,775.00	$ 3,550.00
740	2	EA	Service, 1", New Main	$ 1,887.50	$ 3,775.00	$ 1,825.00	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
750	1	EA	Service, 2", New Main	$ 3,985.00	$ 3,985.00	$ 3,870.00	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	$ 1,450.00	$ 7,250.00	$ 1,475.00	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	$ 1,912.50	$ 3,825.00	$ 1,775.00	$ 3,550.00
765	1	EA	Service, 1", Existing Main	$ 1,900.00	$ 1,900.00	$ 1,825.00	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
775	1	EA	Service, 2", Existing Main	$ 4,300.00	$ 4,300.00	$ 3,870.00	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	$ 1,602.50	$ 8,012.50	$ 1,475.00	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	$ 1,950.00	$ 3,900.00	$ 1,775.00	$ 3,550.00
790	1	EA	Service Replacement, 1"	$ 2,100.00	$ 2,100.00	$ 1,825.00	$ 1,825.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	$ 3,875.00	$ 3,875.00	$ 3,450.00	$ 3,450.00
800	1	EA	Service Replacement, 2"	$ 4,512.00	$ 4,512.00	$ 3,870.00	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$ 1,000.00	$ 3,000.00	$ 895.00	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$ 1,150.00	$ 1,150.00	$ 915.00	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	$ 1,800.00	$ 1,800.00	$ 1,400.00	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$ 1,900.00	$ 1,900.00	$ 1,400.00	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	$ 812.50	$ 4,062.50	$ 725.00	$ 3,625.00
830	2	EA	Service Transfer, 1"	$ 912.50	$ 1,825.00	$ 825.00	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	$ 1,112.50	$ 1,112.50	$ 925.00	$ 925.00
840	1	EA	Service Transfer at Main, 2"	$ 1,325.00	$ 1,325.00	$ 975.00	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	$ 962.50	$ 962.50	$ 725.00	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	$ 437.50	$ 437.50	$ 525.00	$ 525.00
855	1	EA	Adjust Meter Box To Grade	$ 412.50	$ 412.50	$ 425.00	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$ 500.00	$ 5,500.00	$ 650.00	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$ 462.50	$ 1,850.00	$ 675.00	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$ 562.50	$ 1,687.50	$ 750.00	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$ 650.00	$ 1,950.00	$ 775.00	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	$ 28.75	$ 2,875.00	$ 31.50	$ 3,150.00
885	100	LF	Service Tubing, 1"	$ 34.12	$ 3,412.00	$ 33.75	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	$ 46.50	$ 4,650.00	$ 44.00	$ 4,400.00
895	25	LF	Service Tubing, 2"	$ 65.50	$ 1,637.50	$ 53.00	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$ 450.00	$ 450.00	$ 1,550.00	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	$ 8,045.00	$ 8,045.00	$ 15,500.00	$ 15,500.00
910	1	EA	Automatic Flushing Valve	$ 5,867.50	$ 5,867.50	$ 4,350.00	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	$ 1,440.00	$ 1,440.00	$ 1,200.00	$ 1,200.00
925	1	Allow.	Street-Cut Permits	$ 175.00	$ 175.00	$ 375.00	$ 375.00
930	1	EA	Project Signs	$ 675.00	$ 675.00	$ 450.00	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs)	$ 250.00	$ 2,500.00	$ 185.00	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	$ 725.00	$ 725.00	$ 700.00	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck With tools	$ 35.00	$ 6,125.00	$ 30.00	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	$ 57.00	$ 4,560.00	$ 58.00	$ 4,640.00
9200	8	HR	Compressor with tools	$ 54.00	$ 432.00	$ 35.00	$ 280.00
9300	16	HR	Dump Truck	$ 65.00	$ 1,040.00	$ 60.00	$ 960.00
9400	4	HR	Pump	$ 25.00	$ 100.00	$ 15.00	$ 60.00
9500	300	HR	Laborer	$ 42.50	$ 12,750.00	$ 43.00	$ 12,900.00
9600	200	HR	Pipe Fitter	$ 44.50	$ 8,900.00	$ 45.00	$ 9,000.00
9700	200	HR	Equipment Operator	$ 57.50	$ 11,500.00	$ 58.00	$ 11,600.00
9800	175	HR	Foreman	$ 59.50	$ 10,412.50	$ 60.00	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your % for Item Price)	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00

of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

Item# 24-0653
Munis Contract#3202927
Original Contract Item#21-0483
CIP #3058

CITY OF SANTA FE
AMENDMENT No. 2 TO
The Priority Line Replacement Price Agreement
ITEM#21-0483

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Agreement, dated September 10, 2021 (the "Agreement"), between the City of Santa Fe and A.A.C. Construction, LLC. 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 the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of one million, five hundred and eighty-one thousand, eight hundred and seventy five dollars ($1,581,875.00) so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to five million, forty-one thousand, eight hundred and seventy-five dollars and thirty cents ($ $4,944,612.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling four hundred ninety three thousand six hundred fifteen dollars and fifty-two cents ($493,615.52) shall be paid by the

City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million four hundred thirty eight thousand two hundred twenty eight dollars and twenty seven cents ($ $5,438,228.27). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jan 15, 2025 10:47 MST)

ALAN WEBBER, MAYOR

DATE: Jan 15, 2025

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (Oct 26, 2024 06:24 MDT)

ANDREW SISNEROS, OWNER

DATE: Oct 26, 2024

CRS# 03-157349-00-5

Registration #19-00127501

ATTEST:

Andrea Salazar (Jan 15, 2025 10:53 MST)

~~GERALYN CARDENAS, INTERIM~~ CITY CLERK

GB MTG 11-13-2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 28, 2024 08:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

GB AAC Contract Amendment 2 Munis Contract 3202927

Final Audit Report 2024-10-30

Created:	2024-10-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAALv-Wzon7KgiZ0So4eLIxvqVndD96XpIh

"GB AAC Contract Amendment 2 Munis Contract 3202927" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-30 - 7:41:09 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-30 - 7:50:00 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-30 - 7:54:01 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: BAR requires Dept Director signature before it comes to Budget.
2024-10-30 - 7:55:05 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

GB AAC Contract Amendment 2 Munis Contract 3202927 (1)

Final Audit Report 2024-11-06

Created:	2024-10-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZp8GD-HBWbp0KNlfU5kKAB9ijyTu0WlH

"GB AAC Contract Amendment 2 Munis Contract 3202927 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-31 - 8:52:49 PM GMT- IP address: 75.233.144.205

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-31 - 8:57:26 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-31 - 9:27:29 PM GMT - Time Source: server- IP address: 174.218.18.173

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2024-10-31 - 9:27:35 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2024-10-31 - 9:33:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2024-10-31 - 9:34:16 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-10-31 - 9:34:24 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-31 - 11:23:17 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-31 - 11:23:53 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2024-10-31 - 11:24:00 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2024-11-01 - 5:53:25 AM GMT- IP address: 104.28.48.213

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2024-11-01 - 4:13:35 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2024-11-01 - 10:05:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-11-01 - 10:05:36 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-11-06 - 0:38:38 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-06 - 0:48:43 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-06 - 0:48:43 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 15, 2025 10:46 MST)

Email: xivigil@santafenm.gov

24-0653 AAC Construction, LLC

Final Audit Report 2025-01-15

Created:	2025-01-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAez5mrUbfYaIFICGLIrnUwA_A2dRx5Cko

"24-0653 AAC Construction, LLC" History

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2025-01-15 - 5:42:14 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-01-15 - 5:46:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-01-15 - 5:46:43 PM GMT

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Signature Date: 2025-01-15 - 5:47:57 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-15 - 5:48:04 PM GMT

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2025-01-15 - 5:53:18 PM GMT- IP address: 174.218.19.117

Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2025-01-15 - 5:53:57 PM GMT- IP address: 174.218.19.117

Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2025-01-15 - 5:53:59 PM GMT - Time Source: server- IP address: 174.218.19.117

Agreement completed.
2025-01-15 - 5:53:59 PM GMT

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Log # {Finance use only}:	BA002967
Journal # {Finance use only}:	pd 05 JE 551521

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,581,875	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 1,581,875	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Please see attached Memo.

Contract (3202927) with A.A.C. Construction LLC for priority line repairs Amendment No. 2

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,581,875)
TOTAL:	(1,581,875)

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By {print name} — Date

Oct 31, 2024
Division Director Signature {optional} — Date

John Dupuis (Oct 31, 2024 15:27 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date: 11/13/2024

Agenda Item #: #9-o

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov)

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement # 23-0183

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of $1,000,000 to this contract, $500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of $1,581,875.00 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:**_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number for AAC is 3202927
The FY25 Project ledger number for Priority Line Replacement is WTR2550521

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number:_____

Grant Manager / Accounting Officer Approval: _____ **Date:**_____
Comment/Exceptions:_____

Project Ledger #:_____

Budget Officer Approval: Andy Hopkins **Date:** Oct 31, 2024
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: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

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

Project Ledger #: _____

Anticipated length of project: To be determined

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:

Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:
Contract 3202927 Amendment No. 2
Budget Amendment Request (BAR)

cc:

Amendment 3 Memo_Revised (1)

Final Audit Report 2025-02-18

Created:	2025-02-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp0ZXY3m4X25ZbeE9xIJBGvXG2-FHTqdP

"Amendment 3 Memo_Revised (1)" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-12 - 5:29:36 PM GMT- IP address: 173.184.239.1

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2025-02-12 - 5:41:47 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-02-12 - 9:09:16 PM GMT- IP address: 174.244.23.54

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-02-12 - 9:10:49 PM GMT - Time Source: server- IP address: 174.244.23.54

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
2025-02-12 - 9:10:56 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-02-12 - 10:08:51 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-02-12 - 10:09:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-02-12 - 10:09:16 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-02-12 - 10:27:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
Signature Date: 2025-02-12 - 10:28:37 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2025-02-12 - 10:28:43 PM GMT

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2025-02-13 - 6:06:28 AM GMT- IP address: 129.222.129.80

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-02-13 - 4:22:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-02-13 - 4:22:39 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-02-18 - 0:59:10 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-02-18 - 1:07:16 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-02-18 - 1:07:16 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Mar 4, 2025 13:50 MST)

Email: xivigil@santafenm.gov

City of Santa Fe, New Mexico

memo

Date: May 12, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jonathan M. Montoya, Acting Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request for Approval of Amendment No. 4 to Price Agreement #21-0378 with Sub Surface Contracting, Inc.to Increase Maximum Compensation by $3,831,250.00 for a New Total Contract Amount of $6,000,000.00 including NMGRT and increase contract term to 10 years with future yearly budgets set by budget availability. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 3202777

ITEM AND ISSUE:

The Water Division requests award of Amendment No. 4 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $3,831,250.00 for a New Total Contract Amount of $6,000,000.00 including New Mexico Gross Receipt Tax (NMGRT) and increase contract term to 10 years with future yearly budgets set by budget availability. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendments No. 4 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City-Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus NMGRT per year for each Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.. Contract Amendment #3 for Sub Surface has been approved for $542,187.50 raising the Contract Amount to $1,626,562.50.

Sub Surface and AAC are the primary Emergency Response contractors for maim breaks. The Water division is requesting approval to extend the Contract Term with Sub Surface Contracting, Inc. to 10 years from award. If approved the extended contract term will end on June 30, 2031.

The Water Division requests approval of the FY2026 BAR for $540,937.50 to fund operations for next Fiscal Year.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: JoAnn Lovato Montaño **Date:** 06/09/2025
Comment/Exceptions: Approval for term extension (up to 10 years for construction) in emails attached.

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202777 for Sub Surface
The FY25 Project ledger number is WTR2550504

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Cap Proj, WIP Construction
Munis Org Name/Number: 5050395
Munis Object Name/Number: 572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: **WTR2550504**

Budget Officer Approval: ALEXIS LOTERO (Jun 6, 2025 11:59 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: Contract is used to repair main breaks and replace smaller sections of main.

Capital Project:

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

Project Ledger #: WTR2550504

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden **Date:** 06/10/2025
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:

ATTACHMENTS:

cc:

Item # _____
Munis Contract # 3202777
Original Contract Item # 21-0378
ITB # 21/37/B

CITY OF SANTA FE
AMENDMENT No. 4 TO
PRICE AGREEMENT # 21-0378

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP #3057, dated August 4, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Sub Surface Contracting, Inc., (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 on-call construction Services for City Wide Utility Construction & Repair for the City of Santa Fe Water Division.

B. Pursuant to Article 14 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of three million, eight hundred and thirty-one thousand, two hundred and fifty dollars ($3,831,250.00) so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed six million dollars ($6,000,000.00) including NMGRT for a total of ten (10) years. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax (NMGRT) and expenses, shall not exceed six million dollars ($6,000,000.00) for the term of this Agreement. Payment will

depend on budget availability at the time of purchase.

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 toyear 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 performedand 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, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat the services have been received and accepted, payment shall be tendered to the Contractor within thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

.

D. **Unit Rate Price Adjustments:**

The contractor(s) awarded under this solicitation will have an initial contract term of one (1) year, with the option for the City to extend the contract for up to nine (9) additional one-year terms, for a total of ten (10) years. To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final. .**No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase

Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

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. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Sub Surface Contracting, Inc.

Jeremey Sanderson

Jeremey Sanderson, Superintendent

DATE: 05/06/2025

CRS # 02104256000

Registration # 46991

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 9, 2025 07:55 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: January 24, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jesse D. Roach, Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Approval of Amendment No. 3 to Price Agreement #24-0657 with Sub Surface Contracting, Inc.to Increase Maximum Compensation by $542,187.50 for a New Total ContractAmountof$2,168,750.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

ITEM AND ISSUE:

The Water Division requests approval of Amendment No. 3 to Price Agreement #24-0657 with Sub Surface Contracting, Inc.(Sub Surface) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $2,168,751.00 including New Mexico Gross Receipt Tax (NMGRT) with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendments No. 3 to Price Agreement #24-0657

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved 1TB No. '21/37/B for $250,000.00 plus NMGRT per year.

Sub Surface is one of the primary Emergency Response contractors for maim breaks. Historically December to March is the season for most main breaks. Sub Surface will not be able to respond without additional funding provided in Contract Amendment #3. Water is requesting the addition of $542,187.50 to each Contractor for a new Total Contract Amount of $2,168,751.00 including NMGRT for Sub Surface.

This is a multi-contractor award 1TB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

1TB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ Date: _____
Comment/ Exceptions: _____

Supporting Information:

CONTRACT **NUMBER:**
The FY25 Munis contract number is 3202777 for Sub Surface

$$$$$ **SOURCE/REVENUE:** 181Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ Date: _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins Date: _____
Comment/Exceptions: _____

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

181Yes ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

181Yes ☐ No
If yes-> 181Repair 1181 Replacement

Please explain: Contract is used to repair main breaks and replace smaller sections of main.

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

Project Ledger #: _____

Anticipated length of project: To be determined _____

Asset Manager Appro al: *Jos/e 'SotdeMr Co11tr0Uer D3-D3-2S-Date:* _____
Comment/Exceptions. Josie Bolden, Controller03-03-25 (Mar 3, 202515:08 MST) _____

Department Approvals:
IT Components: ☐ **Yes 1181 No**
Vehicles: ☐ **Yes 1181 No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes 1181 No**

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

Department Contract Administrator Contact Info:

ATTACHMENTS:

cc:

Item# 25-0129

Munis Contract# 3202777
Original Contract Item# 21-0378
CIP #: 3057

CITY OF SANTA FE
AMENDMENT No. 3 TO
PRICE AGREEMENT 21-0378

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PRICE AGREEMENT, dated July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting, Inc. (the "Contractor"). The date ofthis 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 On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article **14** 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to add five hundred forty-two thousand one hundred eighty-seven dollars and fifty cents ($542,187.50), inclusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2, paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor under this Agreement in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two million one hundred sixty-eight thousand, seven hundred and fifty one dollars and no cents ($2,168,751.00) including NMGRT for a total of four (4) years. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT 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 (Mar 27, 2025 20:18 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 27, 2025

CONTRACTOR:
SUB SURFACE CONTRACTING, INC.

Jeremey Sanderson

JEREMEY SANDERSON, VICE PRESIDENT

DATE: **Feb 20, 2025**

CRS# 0214256000

ATTEST:

ANDREA SALAZ (Mar 27, 202511:02 MDT)

ANDREA SALAZAR, CITY CLERK XIV

GB MTG 03/26/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 20, 2025 08:52 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2024

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($), 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 In surance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, **NM** 87505	2 AAI cT Michelle Vialpando (PAH,cONNE0 E): (505) 992-1873 (FAA,xcN 0)•(866) 487-3972 ii:1'1IJ ss: michelle.vialpando@hubinternational.com

INSURER($) AFFORDING COVERAGE	NAIC#
1NsURERA:ACUITY, **A Mutual Insurance Company**	14184
INSURER B: **Builders Trust of New Mexico**	
INSURERC:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Sub Surface Contracting Inc
27A Paseo De River St
Santa Fe, NM 87507

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.

I f	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GOi'''''''GmmUA OUn CLAIMS-MADE [K] OCCUR X **PD Ded: $500** GEN'L AGGREGATE LIMIT APPLIES PER E] POLICY [K] m?r [LOC OTHER	X		**275944**	**7/1/2024**	**7/1/2025**	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ **1,000,000** $ **250,000** $ **10,000** $ **1,000,000** $ **3,000,000** $ **3,000,000**
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY 'HEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED UTOS ONLY			**275944**	**7/1/2024**	**7/1/2025**	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ **1,000,000** $ $ $
A	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** CLAIMS-MADE DED [K] RETENTION $ **0**			**275944**	**7/1/2024**	**7/1/2025**	EACH OCCURRENCE AGGREGATE	$ **2,000,000** $ **2,000,000** $
8	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			0692	**1/1/2024**	**1/1/2025**	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L.DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ **2,000,000** $ **2,000,000** $ **2,000,000**
A	**Leased/Rented Eqpt**			275944	**7/1/2024**	**7/1/2025**	**Ded: $500 / Limit:**	**200,000**

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
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

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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, **NM** 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAICCODE	EFFECTIVE DATE: SEE **PAGE** 1
SEE PAGE 1	SEEP 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/LocationsNehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only **with** respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *properly damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. *Bodily injury* or *properly damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *properly damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *properly damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 *properly damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section Ill - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Item#**2.4.=.0.657**
\llun is Contract# 3202777
Originai Contract ltem#_21-0378
C!P # 3057

CITY OF SANTA FE
AMli'NOME.NT No.7
TO
PRICE AGREEMENT# 21-0378

This AMl::NDMENT No. 2 (the "Amendment") a rrı c n d s the CITY OF SANTA FE PRiCE AGREEMENT. dated .iuiy 28. 202 i (the "Agreement"). between the City of Santa Fe (the "City") and Sub Surface Contracting. Inc.(the "Contractor"). The date of this Amendment shall be the date vvhcn it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the ternis of the Agreernent Contractor has agreed to provide On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuanl lo Artick 14 of the Agreement. and for good and valuable consideralion. lhe receipt and sufficiency of which are acknowledged by the pai1ies, the City and the Contractor agree as follows:

I. COMPENSATION.

Article 2 paragraph A of the ;\gieeinent is arnendcd to add five hundred forty-t'vVO thousand one hundred eighty-seven doiiars and fifty cents ($542. i *87.50),* inciusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2. paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON Ti iE ATTACi iED PRiCE Si iEETS, such compensation not lo ex1,;ecJ om; miliion doiiars ($1,626,563.50) in1,;iudingNMGRT for a totai of f0ur (4) years. The total amount payable to the Contiactoi undei this **Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred twenty-six thousand five hundred and sixty-three dollars and fifty**

cents ($1,626,563.50). This amount is a maximum and not a guarantee that the **work** assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect. in accordance v-, ith its terms.

IN WITNESS WHEREOF, the partie have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 21, 2024 21:23 MST)

ALAN WEBBER. MAYOR

Date: Nov 21, 2024

ATTEST:

AMdteaSatMat

Andrea Salazar (Nov 22, 2024 08:26 MST)

CITY CLERK

GB MTG 11/13/2024

CITY ATTORNEY' OFFICE:

Matco.rMattrnez

Marcos Martinez (Nov 8, 202413:10 MST)

SENIOR A SISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

C A'.OdbA-

EMILY OSTER, FINANCE DIRECTOR

CONTRACTOR:

UB SURFACE CONTRACTING, INC.

JEREMY SANDERSON VICE PRESIDENT

Date: 11/'8/2'/

CRS # 02104256000

	Sub Surface		
Bid Item	**Article and Description**	**Unit**	**Unit Price**
Construction Items			
5	2" PVC Water Main, cip, all lengths	LF	$ 30.00
10	4" PVC Water Main, cip, <100'	LF	$ 36.00
15	4" PVC Water Main, cip, >I00'	LF	$ 34.00
20	6" PVC Water Main, cip, <I00'	LF	$ 42.00
25	6" PVC Water Main, cip, >I00'	LF	$ 39.00
30	8" PVC Water Main, cip, <I00'	LF	$ 48.00
35	8" PVC Water Main, cip, >I00'	LF	$ 45.50
40	10" PVC Water Main, cip, <100'	LF	$ 52.00
45	10" PVC Water Main, cip, >100'	LF	$ 49.00
50	12" PVC Water Main, cip, <100'	LF	$ 66.75
55	12" PVC Water Main, cip, >100'	LF	$ 64.50
60	14" PVC Water Main, cip	LF	$ 79.00
65	16" PVC Water Main, cip	LF	$ 97.00
70	24" PVC Water Main, cip	LF	$ 100.00
75	2" DI Water Main, cip, all lengths	LF	$
80	4" DI Water Main, cip, <100'	LF	$ 57.50
85	4" DI Water Main, cip, >100'	LF	$ 56.00
90	6" DI Water Main, cip, <100'	LF	$ 53.00
95	6" DI Water Main, cip, >100'	LF	$ 51.00
JOO	8" DI Water Main, cip, <100'	LF	$ 60.25
105	8" DI Water Main, cip, >I00'	LF	$ 58.00
110	10" DI Water Main, cip, <100'	LF	$ 65.00
115	10" DI Water Main, cip, >100'	LF	$ 63.00
120	12" DI Water Main, cip, <100'	LF	$ 78.00
125	12" DI Water Main, cip, >100'	LF	$ 74.00
130	14" DI Water Main, cip	LF	$ 87.00
135	16" DI Water Main, cip	LF	$ 101.00
140	24" DI Water Main, cip	LF	$ 159.00
145	Extra Pay for Trench Depth, 6'-8'	LF	$ 8.00
150	Extra Pay for Trench Depth, 8'-10'	LF	$ 12.00
155	Extra Pay for Trench Depth, lO'-14'	LF	$ 30.00
160	Rock Excavation	CY	$ 220.00
165	Exploratory Excavation (as SDCW Approved)	CY	$ 65.00
170	Imported Backfill (as SDCW Approved)	CY	$ 24.00
175	Fitting Installation	LB	$ 4.00
180	Fitting Insertion	LB	$ 34.00
185	4" Retainer Ring/ Bolt on Flange	EA	$ 75.00
190	6" Retainer Ring/ Bolt on Flange	EA	$ 105.00
195	8" Retainer Ring/ Bolt on Flange	EA	$ 119.00
200	10" Retainer Ring/ Bolt on Flange	EA	$ 121.00
205	12" Retainer Ring/ Bolt on Flange	EA	$ 145.00
210	14" Retainer Ring/ Bolt on Flange	EA	$ 179.00
215	16" Retainer Ring/ Bolt on Flange	EA	$ 285.00
220	4"Joint Harness	EA	$ 96.00
225	6" Joint Harness	EA	$ 130.00
230	8" Joint Harness	EA	$ 155.00

235	10" Joint Harness	EA	$ 160.00
240	12" Joint Harness	EA	$ 200.00
245	14" Joint Harness	EA	$ 375.00
250	16" Joint Harness	EA	$ 455.00
255	Concrete Thrust Blocking (as SDCW Approved)	CY	$ 355.00
260	Tapping Sleeve w/ Tap, 4" X 4"	EA	$ 1,400.00
265	Tapping Sleeve w/ Tap, 6" X 4" - 6"	EA	$ 1,600.00
270	Tapping Sleeve w/ Tap, 8" X 4" - 8"	EA	$ 1,800.00
275	Tapping Sleeve w/ Tap, 10" X 4" - 10"	EA	$ 2,100.00
280	Tapping Sleeve w/ Tap, 12" X 4" - 12"	EA	$ 2,300.00
285	Tapping Sleeve w/Tap, 20" X 4" - 20"	EA	$ 4,200.00
290	Non-Pressurized Connections, 2" line	EA	$ 2,500.00
295	Non-Pressurized Connections, 4"-1O" line	EA	$ 3,675.00
300	Non-Pressurized Connections, 12"-20" line	EA	$ 4,100.00
305	2" CLl25 Gate Valves, cip.	EA	$ 975.00
310	4" CLl25 Gate Valves, cip.	EA	$ 1,050.00
315	6" CLl25 Gate Valves, cip.	EA	$ 1,300.00
320	8" CLl25 Gate Valves, cip.	EA	$ 1,825.00
325	10" CLl25 Gate Valves, cip.	EA	$ 2,335.00
330	12" CLl25 Gate Valves, cip.	EA	$ 2,800.00
335	2" CL250 Gate Valves, cip.	EA	$ 945.00
340	4" CL250 Gate Valves, cip.	EA	$ 1,925.00
345	6" CL250 Gate Valves, cip.	EA	$ 2,050.00
350	8" CL250 Gate Valves, cip.	EA	$ 2,950.00
355	10" CL250 Gate Valves, cip.	EA	$ 4,200.00
360	12" CL250 Gate Valves, cip.	EA	$ 4,625.00
365	16" CL250 Gate Valves, cip.	EA	$ 7,100.00
370	20" CL250 Gate Valves, cip.	EA	$ 16,190.00
375	24" CL250 Gate Valves, cip.	EA	$ 23,250.00
380	12" CL250 Butterfly Valves, cip.	EA	$ 2,800.00
385	16" CL250 Butterfly Valves, cip.	EA	$ 4,850.00
390	20" CL250 Butterfly Valves, cip.	EA	$ 6,700.00
395	24" CL250 Butterfly Valves, cip.	EA	$ 9,325.00
400	Fire Hydrant, 5' or less bury, cip.	EA	$ 3,125.00
405	Fire Hydrant Extension, 6" or 12" length	EA	$ 840.00
410	Fire Hydrant Extension, 18" or 24" length	EA	$ 1,225.00
415	Fire Hydrant Remove & Relay	EA	$ 800.00
420	Fire Hydrant Remove & Return	EA	$ 575.00
425	2 1/4" Flush Hydrant	EA	$ 1,565.00
430	2" Blow-Off Valve Installation	EA	$ 1,340.00
435	2" Pressure Relief Valve, cip.	EA	$ 6,830.00
440	3" Pressure Relief Valve, cip.	EA	$ 7,075.00
445	4" Pressure Relief Valve, cip.	EA	$ 8,195.00
450	6" Pressure Relief Valve, cip.	EA	$ 10,950.00
455	8" Pressure Relief Valve, cip.	EA	$ 15,525.00
460	12" Pressure Relief Valve, cip.	EA	$ 29,725.00
465	Air & Vacuum Release Valve, l"	EA	$ 2,950.00
470	Air & Vacuum Release Valve, 2"	EA	$ 4,140.00
475	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	EA	$ 450.00
480	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	EA	$ 550.00

485	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	EA	$ 750.00
490	Metered 2" Bypass - Vault Installation	EA	$ 3,185.00
495	Valve Box, cip.	EA	$ 825.00
500	Valve Box Replacement	EA	$ 975.00
505	Valve Box Removal of Existing	EA	$ 450.00
510	Valve Box Adjustment	EA	$ 625.00
515	Valve Stem Extension, 0'-4' Depth	EA	$ 250.00
520	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	VF	$ 4,000.00
525	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	VF	$ 5,150.00
530	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	VF	$ 6,200.00
535	Cast-In-Place RCP Vault w/ Lid	CY	$ 12,500.00
540	Prefabricated Vault, 4' X 8'	EA	$ 8,995.00
545	Native Seeding	ACRE	$ 2,275.00
550	Bollards (pair)	EA	$ 1,200.00
555	4" Steel Casing	LF	$ 95.00
560	4" PVC Casing	LF	$ 85.00
565	14" Steel Casing	LF	$ 225.00
570	16" Steel Casing	LF	$ 240.00
575	18" Steel Casing	LF	$ 275.00
580	22" Steel Casing	LF	$ 330.00
585	26" Steel Casing	LF	$ 400.00
590	28" Steel Casing	LF	$ 475.00
595	30" Steel Casing	LF	$ 425.00
600	36" Steel Casing	LF	$ 460.00
605	Bore & Jack Casing Pipe	DIA-IN-LF	$ 28.00
610	Open Cut Casing Pipe Installation, < 6' Deep	LF	$ 39.00
615	Asphalt Pavement Removal & Disposal, <2"	SY	$ 65.00
620	Asphalt Pavement Removal & Disposal, 2"-6"	SY	$ 65.00
625	Concrete Pavement Removal & Disposal, <2"	SY	$ 95.00
630	Concrete Pavement Removal & Disposal, 2"-6"	SY	$ 110.00
635	Concrete Curb and Gutter Removal & Disposal	LF	$ 29.00
640	Concrete Sidewalk Removal & Disposal	SY	$ 30.00
645	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	$ 75.00
650	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	$ 75.00
655	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	SY	$ 265.00
660	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	SY	$ 265.00
665	Replace City Street Pavement with Temporary Cold Mix	SY	$ 105.00
670	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	$ 75.00
675	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	$ 75.00
680	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	SY	$ 265.00
685	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	SY	$ 265.00
690	Replace Non-City Street Pavement with Temporary Cold Mix	SY	$ 105.00

695	Replace Concrete Pavement	SY	$	290.00
700	Replace Concrete Curb & Gutter	LF	$	45.00
705	Replace Concrete Sidewalk	SY	$	190.00
710	Replace Gravel Surface, 0"-2"	CY	$	55.00
715	Replace Gravel Surface, 2"-4"	CY	$	65.00
720	Base course/Gravel (crushed or landscape), 0'-3"	SY	$	35.00
725	Base course/Gravel (crushed or landscape), 3"-6"	SY	$	45.00
730	Service, 3/4" Single, New Main	EA	$	1,650.00
735	Service, 3/4" Double, New Main	EA	$	1,975.00
740	Service, **l",** New Main	EA	$	1,825.00
745	Service, I 1/2", New Main	EA	$	3,590.00
750	Service, 2", New Main	EA	$	3,970.00
755	Service, 3/4" Single, Existing Main	EA	$	1,650.00
760	Service, 3/4" Double, Existing Main	EA	$	1,975.00
765	Service, I", Existing Main	EA	$	1,825.00
770	Service, **l** 1/2", Existing Main	EA	$	3,590.00
775	Service, 2", Existing Main	EA	$	3,950.00
780	Service Replacement, 3/4"	EA	$	1,850.00
785	Service Replacement, Double, 3/4"	EA	$	2,100.00
790	Service Replacement, I"	EA	$	1,950.00
795	Service Replacement, **1** 1/2"	EA	$	3,750.00
800	Service Replacement, 2"	EA	$	4,125.00
805	Meter Box Relocation/Replacement, 3/4"	EA	$	1,200.00
810	Meter Box Relocation/Replacement, **l"**	EA	$	1,400.00
815	Meter Box Relocation/Replacement, 1-1/2"	EA	$	1,600.00
820	Meter Box Relocation/Replacement, 2"	EA	$	1,600.00
825	Service Transfer, 3/4"	EA	$	625.00
830	Service Transfer, I"	EA	$	725.00
835	Service Transfer, **1** 1/2"	EA	$	825.00
840	Service Transfer at Main, 2"	EA	$	850.00
845	Retire Existing Service at Main, 3/4"- 2"	EA	$	725.00
850	Retire Existing Meter Box & Setting	EA	$	525.00
855	Adjust Meter Box To Grade	EA	$	450.00
860	Service Saddle, 3/4" Tap, 4"-12" Main	EA	$	650.00
865	Service Saddle, I" Tap, 4"-12" Main	EA	$	775.00
870	Service Saddle, I 1/2" Tap, 4"-12" Main	EA	$	950.00
875	Service Saddle, 2" Tap, 4"-12" Main	EA	$	1,075.00
880	Service Tubing, 3/4"	LF	$	33.50
885	Service Tubing, I"	LF	$	36.25
890	Service Tubing, I 1/2"	LF	$	44.00
895	Service Tubing, 2"	LF	$	53.00
900	Air and Vacuum Valve (individual)	EA	$	2,350.00
905	Air and Vacuum Valves	GROUP OF 10	$	21,250.00
910	Automatic Flushing Valve	EA	$	6,235.00
915	Materials Mark-Up Over Invoice	%	$	20,000.00
920	Traffic Control Mark-Up Over Invoice	%	$	8,000.00
925	Street-Cut Permits	Allow.	$	375.00
930	Project Signs	EA	$	450.00
935	Archeological Required Delay (after 2 hrs.)	l-IR	$	375.00

940	Archeological Required Mob/Demob	LS	$ 450.00
EMERGENCY REPAIR			
9000	Supervisor's Truck with tools	**HR**	$ 35.00
9100	Backhoe/Skid Steer	HR	$ 58.00
9200	Compressor with tools	**HR**	$ 55.00
9300	Dump Truck	**HR**	$ 60.00
9400	Pump	**HR**	$ 30.00
9500	Laborer	I-IR	$ 43.00
9600	Pipe Fitter	**HR**	$ 45.00
9700	Equipment Operator	I-IR	$ 58.00
9800	Foreman	**HR**	$ 70.00
9900	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	%	$ 5,000.00
9950	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	%	$ 20,000.00

Tax Rate: **8.1875%**

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Bill Huey, Water Division Engineer

Subject: Request for Approval of Amendment No. 2 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

Contract Number: 3202777

ITEM AND ISSUE:

The Public Utilities Department Water Division requests approval of Amendment No. 2 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including New Mexico Gross Receipt Tax (NMGRT) with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved **1TB** No. '21/37/B for $250,000.00 plus NMGRT per year for each of the two contractors, Sub Surface and A.AC. Construction LLC. Due to Supply Chain delays, $467,000.00 in orders from Sub Surface on the previous contract were delayed until after this contract was in effect and were paid under this contract. Current contract possible funding is limited to $29,713.52 without approval of Amendment #3.

This is a multi-contractor award **1TB** to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order

for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

1TB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** Nov 12, 2024
Comment/ Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202777
The FY25 Project ledger number for City Wide Construction is WTR2550504

$$$$$ **SOURCE/REVENUE: Expense ☐Revenue**

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager/ Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS [illegible] Nov 12, 2024 MSn **Date:** Nov 12, 2024
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: Contract is used for water line main break emergency repairs and replacements.

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

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: [redacted] **Date:** Nov 12, 2024
Comment/Exceptions: Nov 12, 2024

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:

Gina Wolff
vawolff@santafenm.gov
505-955-4271

ATTACHMENTS:

Amendment No. 2
Budget Amendment Request (BAR)

cc:

Log # *{Finance use QJJy_}*	
Journal # *{Finance use QJJy_}*	

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

DEPARTMENT/ DIVISION NAME	DATE
Public Utilities Department / Water Division	10/29/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550504	542,188	
REVENUES				*{enter as #}*	*{enter as #}*
				$ 542,188	$

JUSTIFICATION: *(use additional page it needed)*
--Attach supporting documentation/memo

Please see attached Memo.

Contract (3202777) with Sub Surface Contracting Inc for city-wide water line emergency repairs and replacements

Amendment No. 2, Item No. 21-0378.

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

Fund(s) Affected	Fund Balance Increasel(Decrease)
505	(542,188)
TOTAL:	**(542,188)**

Jonna Leigh Stack for Bill Huey 10/29/2024
Prepared By *{print name}* Date

Division Director Signature *{optional}* **Date**

John O 02410:29 MDT)
Department Director Signature, John Dupuis Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{$ $5,000)* Date

City Manager *{$ $60,000)* Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2024

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($), 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	2 AAI cT Michelle Vialpando	
HUB International In surance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, **NM** 87505	(PAH,cONN0E E): **(505)** 992-1873	(FAAtxc N 0)•(866) 487-3972
	ii:1'1IJ ss: michelle.vialpando@hubinternational.com	
	INSURER($) AFFORDING COVERAGE	NAIC#
	1NsURERA:ACUITY, A Mutual Insurance Company	14184
INSURED	INSURER B:Builders Trust of New Mexico	
Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, **NM** 87507	INSURERC:	
	INSURER D:	
	INSURER E:	
	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.

I f	TYPE OF INSURANCE	ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	,oj'''''''''''''mu,a,un CLAIMS-MADE [K] OCCUR X PD Ded: $500 E] POLICY [K] T LOC GEN'LAGGREGATELIMITAPPLIESPER OTHER	X		275944	7/1/2024	7/1/2025	EACHOCCURRENCE DAMAGETO RENTED PREMISES(Eaoccurrence) MEDEXP(Anyone person) PERSONAL& ADVINJURY GENERALAGGREGATE PRODUCTS· COMP/OPAGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANYAUTO OWNED AUTOSONLY X HIRED AUTOSONLY SCHEDULED AUTOS NON-OWNED AUTOSONLY			275944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Eaaccident) BODILY INJURY (Perperson) BODILY INJURY (Peraccident) PROPERTY DAMAGE (Peraccident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED [K] RETENTION $ 0			275944	7/1/2024	7/1/2025	EACHOCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [Y] (Mandatory in NH) If yes,describeunder DESCRIPTIONOF OPERATIONSbelow	N/A		0692	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L.EACHACCIDENT E.L.DISEASE· EAEMPLOYEE E.L.DISEASE·POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			275944	7/1/2024	7/1/2025	Ded: $500 / Limit:	200,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
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



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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, **NM** 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAICCODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEEP 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/LocationsNehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section Ill - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED-COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CITY **OF SANTA** FE
AMENDMENT No. 1 TO
PRICE AGREEMENT# 21-0378

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PRICE AGREEMENT, July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article 14 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to remove the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million dollars ($1,000,000) excluding gross receipts tax for a total of 4 years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty-four thousand three hundred seventy-five dollars ($84,375) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty-four thousand three hundred and seventy-six dollars ($1,084,376). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. 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 City of Santa Fe Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 23, 2022

CONTRACTOR:
su. sURFACE CONTRACTING.

.tif E & TITLE 7

Date: f--14 - ZZ--

CRS# 02104256000
Registration #4691

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK <2k.,,.-
GB MTG 05/11/2022 {}J

CITY ATTORNEY'S OFFICE:

/1af'C()J/vftlfti1te?
Marco M•rtinez (Apr 11, 2022 0811 MDT)

Apr 11, 2022

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

A/etzrutem
Alexis Lotero (May 2fllll.21:51 MDTJ

M,º,RY MGGQ>i', FINANCE DIRECTOR
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(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (1TB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that ifthere is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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.

Assignment:

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

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

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

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

Inspection of Plant: The Chief Procurement Officer 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.

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

Taxes: The unit price shall exclude all state taxes.

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

Non-Collusion: In signing this bid the Contractor 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 Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City 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).

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.

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

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

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.

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 Requesting Department. 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 Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

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 City. The City 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 City to recover excessive or illegal payments.

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

ARTICLES

Article I - Statement of Work
Under the terms and conditions of this Price Agreement all 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 City's Chief Procurement Officer, his/her designee or the Requesting Department 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
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill oflading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office. If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V - Termination
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. Contractor shall give the 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.

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 City's Chief procurement Officer 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 City's Chief procurement Officer 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 City, 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 hold 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.

Contractor 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 item(s) price schedule hereto attached are firm.

Article XI - Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# 21-0378
Munis Contract#____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION,** hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scone of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules ofITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. ComJ!ensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement 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. 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.)

E. The 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 thirty 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, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30,** 2025unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City 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 Agreement or assign any claims for money due or to become due under this Agreement 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 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.

10. Release.

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

11. Confidentiali,!y.

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

12. Product of Service - Co)llright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

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

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Chan e Orders.

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. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

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:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum often (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 Agreement and become binding as a part of the original Agreement.

16. Merier.

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

17. Entire Agreement.

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

18. Penalties for violation oflaw.

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

19. Egual Ol!)!ortuni!Y ComJ!liance.

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 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.

20. A]!]!licable 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 Section 38-3-1 (G) NMSA 1978. 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.

21. Workers ComJ!ensation.

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.

22. Professional Liabili!Y Insurance.

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

23. Other 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.

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 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.

D. 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.

24. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

25. 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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

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 ofliability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. 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.

28. 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.

29. Notices.

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

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. Authoritt.

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

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

CITY OF SAA'TA FE:

ALAN WEBBER, MAYOR

DATE: **Aug 4, 2021**

CONTRACTOR:
SUB SURFACE CONTRACTTNG INC.

NAME

Be-Ngft(qJEL
TITLE

DATE: & -/7-:2.0J.., /

CRS# **t2104256100**
Registration# 46991

ATTEST:

!s:11,rti1teYthelcic
Kristine Mihelcic (Aug4, 202114:46 MDT)

KRISTINE **BUSTeS** M IHIELClC, CITY CLERK
GB MTG 07/28/2021 {}T

CITY ATTORNEY'S OFFTCE:

MartoJ:::tfattif!e
r•.-1arcosMiiftinet (JLm 16, '202116:07 MOT;

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5t50395.572970 &lfL
Org. Name/Org#. AJH

WTR1950536

GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024

Interim Agreement Report 2024-11-12

Created:	2024-11-12
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAApjATGnlxq3NOmSG08YbSOyQhD_Zc_zuk

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.

"GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024" History

Document created by JAMES EDWARDS Uwedwards@santafenm.gov)
2024-11-12- 2:56:51 PM GMT- IP address: 97.182.23.177

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-12 - 2:59:45 PM GMT

Powered by Adobe Acrobat Sign

GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024

Final Audit Report 2024-11-12

Created:	2024-11-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhzi69-TfuhrCTZ5ZMtKTWKEN9Z-a9J0O

"GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-11-12 - 5:31:21 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
2024-11-12 - 5:32:28 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2024-11-12 - 5:41:58 PM GMT- IP address: 104.47.64.254

Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2024-11-12 - 5:42:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-12 - 5:42:33 PM GMT

Powered by Adobe Acrobat Sign

25-0129 Sub Surface Contracting, Inc.

Final Audit Report 2025-03-28

Created:	2025-03-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPu74bgZVcW_R-JC2WRpPduqao9wmXRE

"25-0129 Sub Surface Contracting, Inc." History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-03-27 - 11:21:33 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-03-27 - 11:23:17 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-03-28 - 2:18:04 AM GMT- IP address: 104.28.48.217

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-03-28 - 2:18:14 AM GMT-Time Source: server- IP address: 73.242.252.236

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-03-28 - 2:18:18 AM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-28- 5:01:56 PM GMT- IP address: 104.47.65.254

Document e-signed by **ANDREA SALAZAR** (asalazar@santafenm.gov)
Signature Date: 2025-03-28 - 5:02:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-03-28 - 5:02:04 PM GMT

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GABALDON, RACHEL D.

From: HUEY, BILL C.
Sent: Tuesday, May 6, 2025 12:38 PM
To: JONNA L. STACK; JIMENEZ, NANCY L.; EDWARDS, JAMES W.
Cc: ROACH, JESSE D.; MONTOYA, JONATHAN M.; DELMAR, JOHN P.
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Nancy,
I do not know if either of these "projects", City Wide Construction (CW) or Priority Line Replacement (PLR) are included in Water's budget. Jonathan/Jesse will know. PLR is a CIP project for sure. I believe that CW may be now, but was historically from money set aside by T&D & SOS.

If they are in the budget that will be approved, good. I just DO NOT want to end up in July learning that there is not any money set aside to fund the POs that Water needs. Waiting until July 30 at quickest or even August 13/27 will not work.

From: JONNA L. STACK <jlstack@santafenm.gov>
Sent: Tuesday, May 6, 2025 12:14 PM
To: JIMENEZ, NANCY L. <nljimenez@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Hi Nancy.
To answer your question of me ("did you not place in the budget for these expenses for FY26?"); I will not place anything in a budget unless I am asked to move budget.

My reference to BARs was just a response to Bill's statement about BARs. Sorry if that was not clear. Next time I'll speak directly to someone to avoid confusion and unnecessary email exchanges.

Thanks Nancy.

Jonna Leigh Stack
Project Administrator
City of Santa Fe Water
Office 505-955-4206
Email jlstack@santafenm.gov
Web www.santafenm.gov/water_division

From: JIMENEZ, NANCY L. <nljimenez@santafenm.gov>
Sent: Tuesday, May 6, 2025 9:52 AM
To: JONNA L. STACK <jlstack@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; DELMAR,

JOHN P. <jpdelmar@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Why would we need BARs did you not place in the budget for these expenses for FY26?

Nancy L. Jimenez
Utility Billing Division Director
City of Santa Fe Public Utilities Department
505-955-4364

From: JONNA L. STACK <jlstack@santafenm.gov>
Sent: Monday, May 5, 2025 9:58 AM
To: HUEY, BILL C. <bchuey@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; JIMENEZ, NANCY L. <nljimenez@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Hey Bill.

Begin drafting the four contract memos filling in the information needed for each contractor and contract.
The required memo template is attached.
Send to me and I will finalize and share again with you before I send them to James.
It is my understanding the memos are required for Purchasing when Marcos and the contractor have signed the contract.

Next year's POs can be created and funded with BARs after the amounts are in the new FY Budget.

Jonna Leigh Stack
Project Administrator
City of Santa Fe Water
Office 505-955-4206
Email jlstack@santafenm.gov
Web www.santafenm.gov/water_division

From: HUEY, BILL C. <bchuey@santafenm.gov>
Sent: Monday, May 5, 2025 8:15 AM
To: EDWARDS, JAMES W. <jwedwards@santafenm.gov>; JONNA L. STACK <jlstack@santafenm.gov>; Requests PUD Admin <requestspudadmin@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; JIMENEZ, NANCY L. <nljimenez@santafenm.gov>
Subject: FW: Contract Term question in regards to items soon to be sent for signatures
Importance: High

James/Jonna,
See Jesse's email below. We need to continue/complete the packages to extend both "projects" City Wide Construction (3202927 & 3202929) and Priority Line Replacement (3202777 & 3202778). Water needs to get a Legal approved set of four contracts, four Memos and if needed four BARs so that the projects will receive their next year POs as soon as possible next FY since the Water Division doesn't have capacity to do this work without contractors.

Please contact me with any questions.

I believe you both know what we are trying to do, extend the contract term to 10 years from initiation, extend/increase the contract compensation cap, set the yearly budget to whatever is approved (why thinking we need BARs, but....) and allow for a optional yearly increase to the Unit Rates with adequate justification.

Stay Safe/Stay Well

Bill Huey
Santa Fe Water Div. – Engineer
(505) 235-2725 (cell)
(505) 955-4273 office

From: ROACH, JESSE D. <jdroach@santafenm.gov>
Sent: Sunday, May 4, 2025 9:04 PM
To: HUEY, BILL C. <bchuey@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Travis and Marcos agree we can amend to 10 years. Please proceed.

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Friday, May 2, 2025 1:26 PM
To: ROACH, JESSE D. <jdroach@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>
Cc: DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: Re: Contract Term question in regards to items soon to be sent for signatures

I am, and I believe these contracts were determined to be construction services, they had, however, inadvertently attached the PSA template in the bid. At least that's my understanding.

Marcos Martínez
CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: ROACH, JESSE D. <jdroach@santafenm.gov>
Sent: Friday, May 2, 2025 9:14 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA,

JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Marcos,
Can you confirm agreement with my assertion that if procurement is ok with this you are good? See highlighted text below.
Thank you

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, May 1, 2025 8:51 PM
To: HUEY, BILL C. <bchuey@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: Re: Contract Term question in regards to items soon to be sent for signatures

Good evening, if Marcos thinks this will work so do I. You probably need a new service determination. Please send the scope in reply to this email.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

> On May 1, 2025, at 3:31 PM, HUEY, BILL C. <bchuey@santafenm.gov> wrote:
>
> Thank you Jesse.
>
> ---
>
> **From:** ROACH, JESSE D. <jdroach@santafenm.gov>
> **Sent:** Thursday, May 1, 2025 3:20 PM

To: HUEY, BILL C. <bchuey@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Travis,
Floating this back up. We would like to amend these construction contracts to 10 year terms. My understanding is there is no legal issue with that, however, the ITB used to procure did include a draft professional services contract with a 4 year term. My interpretation of this would be that the ITB didn't explicitly state the resulting contract would be limited to 4 years, so we can amend the construction contracts to 10 years, but we would like your blessing on this interpretation.
Thanks

From: HUEY, BILL C. <bchuey@santafenm.gov>
Sent: Wednesday, April 30, 2025 11:06 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROACH, JESSE D. <jdroach@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: Contract Term question in regards to items soon to be sent for signatures

Mr. Dutton-Leyda,

The Water Division is preparing packets to amend four of our construction contracts to extend the term to 10 years total rather than the original four-year terms in the contracts. The original four-year term cited the requirement for professional services contracts which does not actually apply in this case as these are construction contracts. The contracts are for our Priority Line Replacement and Citywide Emergency On-Call projects.

There is a question about the original ITB's used to procure these contractors, and whether anything in the ITB's would prohibit us from amending the contract term. The only place the four year term was mentioned in the ITB was in the sample contract, which cited the requirement for professional services contracts. The same section of the state statute (Section 13-1-150 NMSA 1978) cited in the contract term allows for 10 year terms on construction contracts (that exceed $25,000) and is cited many other times throughout the ITB without reference to a four year term limit. Do you see any reason why the procurement method and details in the ITB would prohibit us from amending the contract term?

Below is a snip from the contract that City Wide Construction was bid under. Almost identical text can be found in how the Priority Line Replacement contract was bid; I have also attached a PDF of the 2021 revision to Section 13-1-150 NMSA.

1. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

Neither project/contract is for professional services, they are for construction services which should be limited to a 10-year term, based on the same statute. The fact that we used the ITB for

procurement verifies that the original determination was for construction, not professional services, and the contract is for construction services. I believe that the reference to professional service contract term should not have been in the contract, but should not prohibit us from amending the contract term to 10 years, but wanted to get your take on this matter. The amendments were submitted for legal review (jot form) several weeks back, and packets should be coming to you for review soon. If you want to discuss, please either give me a phone call on my cell phone (505) 235-2725 or request a meeting.

The Water Division depends very heavily on two contracts to maintain and repair the water mains in the City. Emergency main breaks are almost always handled by City Wide Construction (Contracts # 3202777 & 3202778) awarded 7/28/2021 since the Water Transmission and Distribution (T&D) section doesn't have either the equipment or manpower to handle any but small water main breaks. The replacement of water mains that are no longer usable is the task of Priority Line Replacement (Contracts # 3202927 & 3202929) awarded 9/09/2021 as this work is much larger than T&D can handle.

Without these two contracts/contractors the City could not continue to provide drinking water to our customers. Both of these contracts City Wide (CW) and PLR were initiated as Bid selected Price Agreements. Water believes that during the initial bid, the contract terms limits were incorrectly set to four (4) years as if they were Engineering Service contracts instead of Construction contracts which have a term limit of 10 years under Section 13-1-158 NMSA 1978, 2021 Revision.

Stay Safe/Stay Well

Bill Huey
Santa Fe Water Div. – Engineer
(505) 235-2725 (cell)
(505) 955-4273 office

CITY OF SANTA FE

Date: June 11, 2025

To: Governing Body

From: Sam Burnett, Facilities Management Division Director JOHN BURNETT (Jun 11, 2025 19:38 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Jun 12, 2025 10:26 MDT)

Subject: BAR for Roof Replacement and HVAC Design for the City-Owned Facility Leased to La Familia Medical Center

Vendor Name: National Roofing Company, Inc.

Vendor Number: 8113

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) to Transfer $1,400,000 from General Fund Balance into Public Works Facilities WIP Construction and WIP Design for Replacement of the Roof and Engineering of the HVAC System at the City-Owned Facility Leased to La Familia Medical Center. (Sam Burnett, Facilities Management Division Director, jsburnett@santafenm.gov).

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3204494.

BACKGROUND AND SUMMARY:
La Familia Medical Center (LFMC) has leased the City-owned facility at 1035 Alto Street, Santa Fe, since October 15, 1995, for $1 per year. The lease requires that the tenant perform regular maintenance and City perform major system repairs.

Roof assessments of the facility concluded that a full roof replacement is necessary to address leaks. Facilities also evaluated the HVAC system and found that engineering and replacement of the HVAC system is required to reliably meet heating and cooling needs.

This BAR in the amount of $1,400,000 will fund a $1,150,000 full roof replacement and a $250,000 HVAC system engineering redesign.

La Familia Medical Center provides comprehensive medical, dental, and behavioral health services to the public regardless of income, insurance status, or legal standing. LFMC operates four state-of-the-art clinics throughout the city, including the flagship location at the City-owned facility on Alto Street. These improvements are essential to support the continued delivery of vital healthcare services at LFMC's Alto Street clinic and to protect the City's asset.

ATTACHMENTS:
Budget Amendment Resolution (BAR)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Facilities/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970 & WIP Design/572960

Budget Officer/Designee: ALEXIS LOTERO (Jun 12, 2025 14:41 MDT) Date: 06/12/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is an existing on-call Construction Contract with National Roofing Company Item No. 24-0345 (Munis No. 320449) which expires on June 30, 2029.

Chief Procurement Officer (CPO)/Designee: _____ Date: 06/13/2025
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Jun 11, 2025 19:38 MDT)

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number PWD2532061-Design & PWD2532061-Construct
Approval: _____ Date: 06/12/2025
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
PW/Facilities	6/10/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3209980	572960	PWD2532061-Design	250,000	
WIP Construction	3209980	572970	PWD2532061-Construct	1,150,000	
Capital Transfer to CIP Facilities Fund	1000431	760320		1,400,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from General Fund	3209980	660100		(1,400,000)	
				$ 1,400,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Increase in budget to fund design and construction costs to repair the roof collapse at La Familia.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,400,000)
TOTAL:	**(1,400,000)**

Chris Parker — 6/10/2025
Prepared By *{print name}* — Date

JOHN BURNETT (Jun 11, 2025 19:38 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Jun 12, 2025 10:26 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 #:

ALEXIS LOTERO (Jun 12, 2025 14:41 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR Packet_La Familia BAR_06 04 25 SB DC ELK3 RW CG

Final Audit Report 2025-06-12

Created:	2025-06-11
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYcsMn-Nj0WLMeFvXyRU4fcTRSITVghwS

"BAR Packet_La Familia BAR_06 04 25 SB DC ELK3 RW CG" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-11 - 11:21:42 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-11 - 11:24:07 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-12 - 1:37:30 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-06-12 - 1:38:32 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-06-12 - 1:38:33 AM GMT

Email viewed by rawheeler@santafenm.gov
2025-06-12 - 4:25:58 PM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-06-12 - 4:26:33 PM GMT- IP address: 76.18.67.54

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-06-12 - 4:26:35 PM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.
2025-06-12 - 4:26:35 PM GMT

Powered by Adobe Acrobat Sign

ALWAYS ON TOP OF IT
NATIONAL ROOFING
6821 ACADEMY PARKWAY W. NE ALBUQUERQUE, NM 87109
P 505 883 3000 F 505 883 1719 INFO@NATIONALROOFING.COM
NATIONALROOFING.COM

April 30, 2025

TO: City of Santa Fe
Attn: Marlisa Wilson
Project Manager
737 Agua Fria St.
Santa Fe, NM 87501

From: National Roofing Co.
6821 Academy Parkway West NE
Albuquerque, NM 87109

RE: Re-Roof Facility
GSA #30-00000-23-00051
La Familia Medical Center
1035 Alto St.
Santa Fe, NM 87501



Ms. Wilson:

In accordance with your request, National Roofing Co. (NRC) inspected the roof at the above referenced location to provide a replacement estimate. Accordingly, we propose the following.

EXISTING ROOF ASSEMBLY - FINDINGS

We inspected this commercial facility and noted these issues.

- Existing Roof System is a Thermoplastic Membrane adhered to a Wood Fiber Cover Board over 4" Polyisocyanurate Insulation that is mechanically attached to a Structural Metal Deck. Drainage Slope appears to be in the metal deck structure.
- Roof is minimally populated with new or near new Roof Top Equipment.





- Base-to-wall Flashings currently terminate under a Metal Counter flashing that has been surface mounted to the inner parapet walls.



- Roof Drainage is to internal, standard Primary with separate, adjacent overflow drain assemblies.



- Stucco coating is cracking and deteriorating to the point of allowing moisture into the parapet cavities and lower roof assembly.



- Skylight assemblies are failing at multiple locations. This is due to extensive hail damage and overall aging of the individual units. Note: Sidewall skylight (pictured) currently leaks into building interior.

CHALLENGES TO PROPER WEATHERPROOFING

Building is positioned between an arroyo and a house to the north and south. A baseball complex is located to the west, with a parking lot to the east which serves the facility. The ability to bring manpower and equipment will require a traverse over sidewalks and landscape areas. Work performed during the standard operating hours of the facility may involve loud or disruptive noises, and or offensive odors.

CONSPECTUS – ROOFING REPLACEMENT

This building has a single roof assembly in place. The current building code will allow the application of a second system. This will provide an opportunity to economically install a new, warranted Roof Assembly. The full assembly will receive a Manufacturer's twenty (20) year Standard Form System Warranty with an Installers two (2) year.

Roofing Overlay Process

- Existing Curb, Parapets and Penetration Flashings will be removed, and substrates prepared for new Flashings.
- Existing Field Membrane will be disabled to prevent moisture retention, vapor build-up, making the existing system integral with the new system.
  - This is a manufacturer's requirement for overlay of existing roofing systems.
  - Only as much area will be weathertight disabled as can be made weathertight by the end of each workday.
- A new, high density Polyisocyanurate Coverboard will be installed, mechanically fastened through the existing roofing system to the Structural Metal Deck.
- Crickets to drains will be extended where required to improve positive drainage.
- A new eighty (80) mil White Thermoplastic Polyolefin (TPO) membrane will be installed utilizing mechanical fastening through the steel deck and induction welded to membrane plates.
- New sixty (60) mil White TPO membrane will be installed on the parapets, terminating 8" up the inner parapet, with a (2) piece reglet counterflashing.
- Roof Curbs, Penetrations, and Drains will be flashed in accordance with manufacturer's written instructions for warranty issuance.

Stucco Recoat Process

- Preexisting parapet walls to be power washed to remove all debris.
- Cracks, holes, and fissures to be patched and prepped for new application.
- Scaffolding to be erected around the exterior of the building.
- All backs, and interior parapets to be skimmed and finished.
- Bonding agent applied to all areas to be recoated.
- Acrylic pail finish applied to all interior parapets, backs of parapets overlapping roof flashing, tops of parapets, and 8" down the building face. Exact match on color or sheen is not guaranteed.

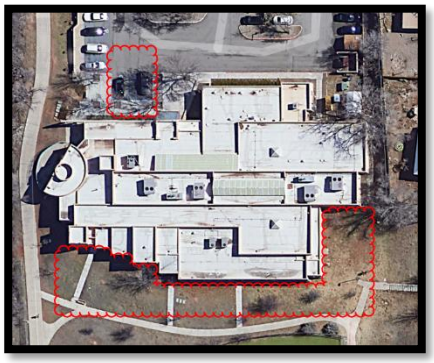
Skylight Removal/Replacement

- (1) Self-Supported Ridge Roof with endwalls, +/- 52' x 10'.
- (1) Shed Roof with no endwalls, +/- 60"' x 12'.
- (2) Standard Pyramids, 6'-0" x 6'-0"
- Existing Skylights to be disassembled and removed one by one (4 total)
- All trash and debris to be removed from roof, and taken off site for disposal.
- New skylights to be assembled, and installed.
  - Skylights will be taken down, and reinstalled in a sequential order to limit the exposure of the building interior to the external temporal conditions.
  - All skylight work to be performed after facility has been closed (Nights/Weekends).

Items FOR Owner Consideration

Removal of disabled and/or abandoned roof top equipment.

Schedule, Access, and Additional Information



- We anticipate the roof to take approximately 5 plus weeks to complete, weather permitting.
- We anticipate the stucco parapet repair to take approximately 6 plus weeks – work to commence after roofing operations, weather permitting.
- We anticipate the skylight repair to take approximately 3 weeks to complete, weather permitting.
  (LONG LEAD ITEM ***22 weeks from purchase order***)
  - Access will be as shown – if acceptable.
  - Our goal would be to inconvenience Patients, and Staff as little as possible.

Pricing

BID AMOUNTS		
As of publication date, material lead times for larger orders can be excessive. Material Pricing is stabilizing, but National Roofing reserves the right to recover costs for material price increases that may occur when procurement durations are extended (see below**) **We are utilizing published pricing for ship date good to May 30, 2025**		
BASE BID – Recover of existing roofing		**Price**
• Prevailing State Wages utilized in pricing. • Santa Fe reroof Permit • 80 mil TPO regular smooth membrane induction welded over coverboard, provide a 20-year warranty. • Santa Fe Tax @ 8.1875%	**TPO Roofing** **Stucco** **Skylights** **Permit** **Bonds** **Tax** **Total**	**$694,581.00** **$139,800.00** **$209,390.00** **$5,907.00** **$9,306.00** **$78,991.00** **$1,043,771.00**
Unit Cost to replace wet or damaged existing insulation		**$3.85 per square foot. 32 square foot minimum**

Taxes, Miscellaneous Fees and Warranty Fees

- NM Gross Receipts Tax is not included – itemized above.
- Commercial re-roof permit fees are included.
- Bond Fees are included. Bond Rate is 1.5%
  - All Fees are subject to invoice.

General Liability Insurance with the following limits

- Insurance limits exceeding New Mexico statutory requirements.
- $1,000,000.00 per occurrence general liability.
- $2,000,000.00 general aggregate.
- $2,000,000.00 completed operations.

- $5,000,000.00 excess/umbrella liability.

Workmen's Compensation Insurance with the following limits:

- $2,000,000.00 employer's liability per accident
- $2,000,000.00 employer's liability for disease per employee
- $2,000,000.00 employer's liability for disease policy limit

Training and Safety

- Compliance with all OSHA safety policies.
- Independent safety inspections are conducted by a third-party consultant, when requested.
- Our crews have OSHA 10 training.
- Entire crew has safety and fall protection training.
- Key personnel are CPR certified.
- Every crew has a minimum of 2 safety monitors.

Pricing Excludes:

- Non-scheduled work hours
- Mechanical or Electrical modifications (if required)
- Modifications to internal roof drains.
- Additional tapered insulation to improve existing slope in field.
- Moisture or Asbestos Testing, SWPPP or BIM Costs
- Manufacturer's Shop Drawings
- Interior protection or repair to interior when damage is caused by normal execution of roofing or re-roofing activities
- Bid amount includes flashing at penetrations indicated on Documents – Pipes, vents, curbs and curb insulation, hatches and ladders are not included unless noted otherwise
- Products, materials, installations not specifically included in the Scope of Work above.

Submitted Prices are Subject to the Following terms and Conditions:

- We have anticipated needing one mobilization to complete our work - NRC will negotiate for additional mobilizations if required by factors outside our control.

- Our standard work week is four 10-hour days. This Bid is based on a final project schedule that allows a reasonable time to complete the Work in an efficient manner. Roof activities may be delayed due to environmental conditions that result in unsafe working conditions and those that would adversely affect system installation. Subcontractor shall be entitled to an equitable adjustment in the price of the work resulting from any change of schedule, acceleration of work, or out of sequence work required as a result of factors outside of our control. National Roofing shall not be responsible for damage or delay caused by circumstances beyond its reasonable control.

- Final Contract terms will be subject to review upon Notice of Award; fees are based on the assumption that this Bid Abstract will constitute part of the Agreement between National Roofing and the Owner – Owner Entity

- National Roofing utilizes Construction Billing Cycles or Progress Billing on projects that have a production duration of thirty (30) days or more. Billings are submitted on or around the 25th of each month, projected through the end of that month, payable by the 10th next month.

- Material pricing utilized at time of bid will be provided with our submitted Schedule of Values for

reference and to establish a baseline for material orders. Comparison with material billing upon shipment and receipt may result in Contract Price adjustments. Please note that impending Trade Tariffs may have impacts on construction materials. Increases do to material shortages, increased costs or other reasons out of National Roofing's direct control will be the responsibility of the final purchaser of goods and services from National Roofing.

NOTICE:

- National Roofing shall not be liable for any claims or damages arising from or related to deficiencies in existing drainage conditions. Roofer's work does not include evaluation of the adequacy of the existing drainage components (for example, sizing and placement of existing scuppers); nor does the building code require compliance with current plumbing codes when existing drainage elements are not modified. National Roofing may make recommendations to improve drain conditions if potential deficiencies are detected during the course of roofing operations.

- Additionally, tapered insulation above deck (if included in scope) may not compensate for all low points in an existing roof; National Roofing shall not be liable for ponding water due to existing imperfections in the roof deck. If obvious deflection or low spots are noted in the existing deck after existing roof tear off, additional tapered insulation may be required to achieve positive drainage.

- Unless specifically noted elsewhere, addition of drains or scuppers for improved drainage, or supplemental insulation required to compensate for unseen imperfections is not part of the base bid and will be offered as a change order for consideration prior to installation.

We can be contacted at (505) 883-3000 to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Sincerely,

Douglas Harrison
Roofing System Estimator
505-883-3000 office, 505-998-2304 desk, 505-259-2808 cell
douglash@nationalroofing.com

Patrick Platero
Business Development Representative
505-883-3000 office, 505-998-2323 desk, 505-630-9952 cell
patrickp@nationalroofing.com

Lori Gunnare, CBDO
Director of Business Development
505-883-3000 office, 505-998-2325 desk, 505-252-2707 cell
lorig@nationalroofing.com

INSPECTION REPORT

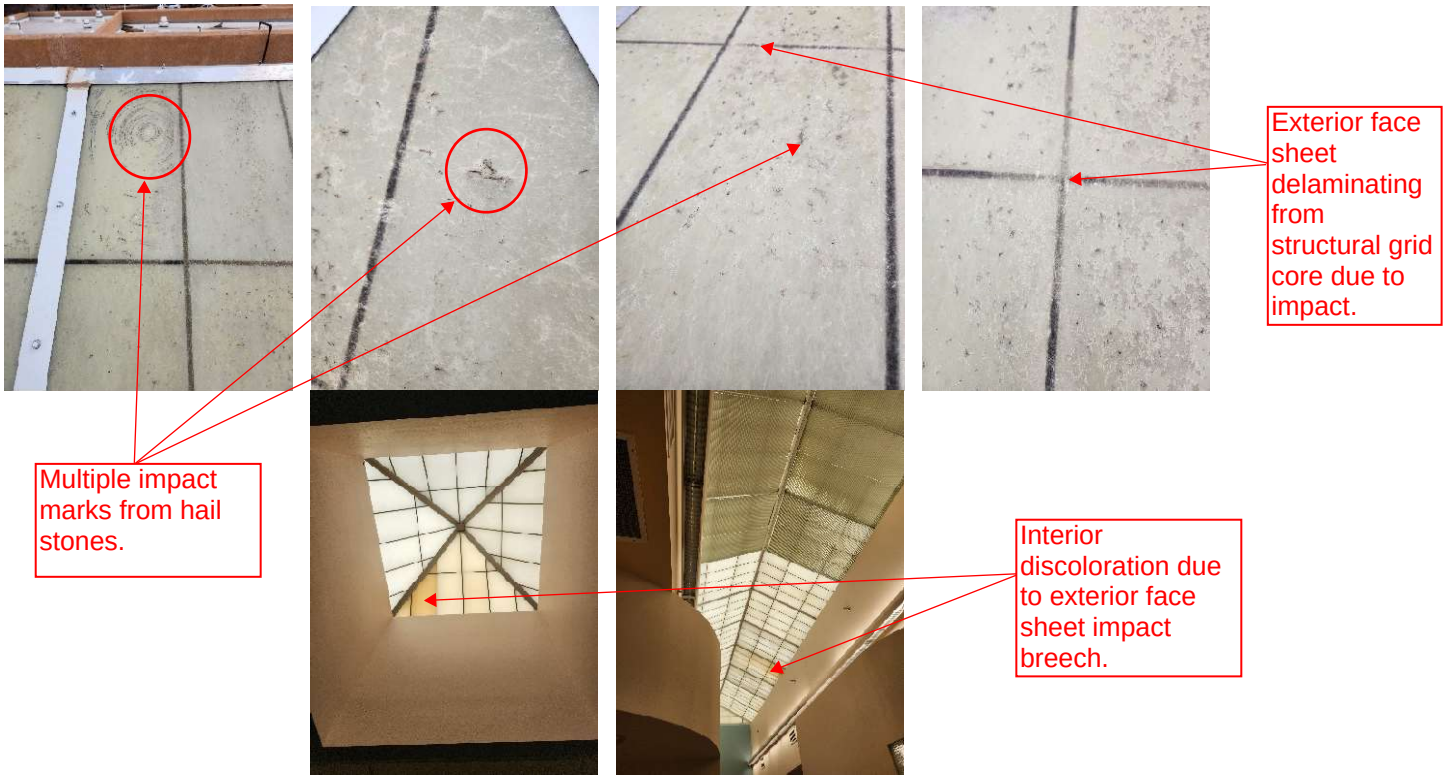
La Familia Health Pharmacy
One Kalwall Shed Skylight, One Kalwall Ridge Skylight, Two Kalwall Pyramid Skylights
Visual Inspection
April 1, 2025

The following report is based on a site visit Powers Products SW made on April 1st, 2025. The assessment was made on a total of three Kalwall Skylights.

Exterior:

The panels showed extensive signs of hail damage with signs of delamination due to hail. Numerous hail impacts caused fractures in the exterior face sheet and small spots of delamination along the grid lines. These fractures allow dirt and water to collect in the cracks. Over time, these cracks have grown, causing discoloration of the face sheet.

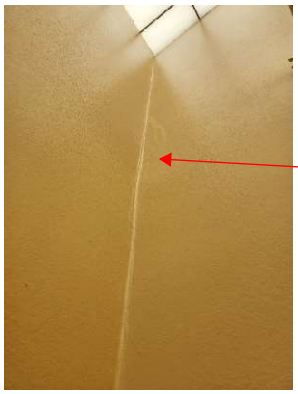
The delamination spots will continue to grow over time due to high winds, temperature changes and weather impacts on the panels. As the delamination expands, the exterior face sheet loses bond strength with the internal grid core. Once the exterior face sheet is no longer adhered to the grid system, the panel is deemed structurally compromised. As the face sheet loosens from the grid, water and air are now able to migrate into the panel system. This is the case as water has entered the interior space and is leaking behind the drywall.



INSPECTION REPORT

Interior:

The Interior was inspected on this visit. Water has damaged the interior drywall in one location.



Recommendation:

Powers Products Southwest recommends full replacement of all Kalwall translucent fiberglass sandwich panels.

Lee Sasser | *Division Manager / Sales*
POWERS PRODUCTS SOUTHWEST
8352 Corona Loop NE, Albuquerque, NM 87113
office: 505.340.3759
mobile: 402.880.3267
powersproductssw.com

daylighting • fire + smoke separation • space flexibility

DESIGN-ASSIST
POWERS PRODUCTS SOUTHWEST
SERVICE BUILD

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

BID PROPOSAL

TO:	National Roofing		E-mail:		
ATTN:	Lori Gunnare		Phone:		
DATE:	4/9/25		Fax:		
PROJECT:	**La Familia Health Pharmacy**		Pgs		Page **1** of **3**
Based on Drawings & Specs Dated:		n/a			
Addendum Acknowledged:		n/a			

SPEC SECTION	SPEC TITLE	SCOPE	BID AMOUNT
n/a	Kalwall Translucent Fiberglass Sandwich Panel Assemblies	Demo/Furnish/Install	
		TOTAL	**$209,390**
		% Tax Included	8.1875%
	**Priced in reference to Kalwall materials shown on Kalwall drawings #K94-1697	Per Plans/Specs	**YES
		ADD for Bonds	1.1%
Voluntary DEDUCT	*Revise to a .14U Factor providing 13% Visible Light Transmittance and .15 Solar Heat Gain Coefficient*	*DEDUCT from TOTAL*	*($3,362)*
Voluntary DEDUCT	*Revise to a .23U Factor providing 26% Visible Light Transmittance and .30 Solar Heat Gain Coefficient*	*DEDUCT from TOTAL*	*($5,777)*

KALWALL DESCRIPTION OF WORK:

We propose to demo existing skylights and provide a furnished and installed Kalwall 2 ¾" translucent panel system for:

(1) Self-Supported Ridge Roof with endwalls, 52'-3 3/8" x 10'- 1 3/8" OCD flat, (27-1/4° slope).
(1) Shed Roof with no endwalls, 60'-6" x 12'-0 1/2" OCD on slope, (2-1/2:12 pitch).
(2) Standard Pyramids 6'-0" x 6'-0" OCD flat, (45° slope).

- Panel Specifications: Thickness: 2 3/4"
- Exterior Face Sheet: .070" Crystal SW
- Interior Face Sheet: .045" White S-171
- "U" Factor: .10TB "U" factor
- Visible Light Transmission of 7%
- Solar Heat Gain Coefficient of .09
- Grid Pattern: 12" X 24" Shoji grid pattern
- Thermally broken Clamptite aluminum closures
- All exposed aluminum to be standard color (Bone White #21B) Kalwall Corrosion Resistant Finish which meets performance requirements of AAMA 2604
- Roofs are designed for 20 PSF live load, 30 PSF snow load, 25 PSF (ASD) wind load, and 0 PSF drift load with L/60 deflection. This estimate is not valid if loads are greater than those listed herein.

Notes:
1) Price is based on one mobilization/one material release.
2) Pricing is based on material delivery through April 2026.
3) Price is based on working after hours and/or weekends.
4) Price assumes having access to inside of building during evening and/or weekend work hours.
5) Price assumes existing shades will be removed (by others) prior to beginning demolition work.
6) Price includes demolition and removal of existing skylights and associated metals.
7) Price assumes that existing curbs are in good standing condition, not requiring any rework prior to setting new skylights.
8) Price assumes being able to set a construction dumpster in close proximity to the building.
9) Price is based on using maximum number of standard 4'-0" wide modules for shed and SSRR skylights.

DESIGN-ASSIST
POWERS PRODUCTS SOUTHWEST
SERVICE BUILD

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

BID PROPOSAL

10) Price assumes EIFS at high side of shed skylight will be removed prior to skylight demo work as existing flashing is tucked under EIFS. New high side flashing will turn up wall.
11) Price is based on equipment not being required to retrieve field dimensions – Equipment/Access to openings shall be provided by the Contractor to obtain Field Dimensions and/or guaranteed opening dimensions shall be provided.
12) *CURRENT* Lead Times: 5-6 weeks for shops and 22+ weeks for fabrication upon approvals.

Inclusions:

1) Shop drawings
2) Freight
3) Demolition
4) Installation
5) Equipment
6) Kalwall includes its standard 1-year warranty

Exclusions:

1) Field testing of any kind.
2) Interior work of any kind.
3) Demolition of shades on underside of skylight(s).
4) Roof work of any kind.
5) Pedestrian protection and/or traffic control.
6) Prevailing wage rates.
7) EIFS work of any kind.
8) Equipment for field dimensions.
9) Curbs, curb flashing, counterflashing, and ledger supports are not included.
10) Mock-Up
11) Temporary cover of openings
12) Opening preparation. All openings must be accurate within ¼" and be plumb, square, and straight.
13) Kalwall is installed clean and complete. Any additional cleaning at closeout is excluded.

Respectfully Submitted,

Todd Bryant
Direct: 303-226-1599
Email: toddb@powersproducts.com

NOTICE TO PROCEED*: _____ DATE:_____

*Authorizes Powers to proceed with Submittals prior to receipt of a Subcontract or Purchase Order. Contractor acknowledges that expenses associated with Submittals may be incurred, and Contractor will be held responsible for payment of said expenses should the project order be cancelled for any reason. Materials will not be released for fabrication or site work performed until executed Subcontract or Purchase Order has been received. If no Subcontract or Purchase Order is issued, the terms outlined herein shall govern.

Standard Terms and Conditions:

1) This bid is conditional on purchase order or subcontract terms which are fully acceptable to the bidder. ***Quote is valid for 60 days***.
2) One-year workmanship warranty and manufacturer's standard product warranty are included unless otherwise noted above.
3) Freight included (curbside delivery for furnish only scope).
4) **PAYMENT TERMS:**
   a. **CUSTOMERS WITH ESTABLISHED ACCOUNTS AND CURRENT CREDIT HISTORY - NET 30.**
   b. **NEW CUSTOMERS OR CUSTOMERS ON CREDIT HOLD - 50% DEPOSIT PRIOR TO RELEASE OF MATERIALS FOR PRODUCTION AND PAYMENT FOR MATERIALS ON DELIVERY AND/OR JOINT CHECK FROM OWNER MAY BE REQUIRED.**

c. **CREDIT CARD PAYMENTS ARE ACCEPTABLE. Powers will include a fee of 2% on any credit card transactions over $3,000. Pursuant to Section 5-2-212, Colorado Revised Statute, a seller may impose a processing surcharge in an amount not to exceed 2% of the total payment made for goods or services purchased by use of a credit or charge card.**

d. **If Powers is required to enter into a "paid-when-paid" or "paid-if-paid" contract, Powers shall be provided upon request with the following: (i) legal description of the property (ii) the name, address and representative of the Owner (iii) name, address and representative of the Bonding company if applicable and (iv) evidence of adequate owner project financing.**

e. **Powers is entitled to interest on past due accounts plus attorney fees for collection.**

5) **RETAINAGE IS EXCLUDED ON FURNISH ONLY PROPOSALS.** For Furnish and Install proposals, retainage shall be the lower of 5% or the amount withheld from Contractor by Owner, and in no event shall retainage be held longer than 6 months after substantial completion of Powers' scope of work.

6) Notwithstanding any provision to the contrary, Powers may take all steps reasonably necessary to preserve and enforce its lien and bond rights. All Lien Releases are subject to subsequent collection of Retainage.

7) Powers is entitled to reasonable additional compensation for all extra work performed at the direction of the Contractor.

8) For furnish only scopes, Powers is not responsible for protection of materials after delivery and receipt at the jobsite. On furnish and install scopes, Powers is not responsible for protection of installed work-in-place after substantial completion of said scope.

9) Powers shall have no liability for consequential damages. Contractor may not assert or withhold liquidated or other delay damages except to the extent (i) such damages have been assessed and paid by Contractor to the Owner (ii) any such delays are caused solely by Powers and (iii) such damages have been assessed specifically on account of such delays caused solely by Powers.

10) Disputes, if any, shall be governed by, and conducted within, the State where the project is located.

11) Any indemnification or hold harmless provision shall extend only to that part or proportion of any claim, damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible.

12) Notwithstanding any provision to the contrary, Powers shall maintain the types and limitations of insurance as summarized below. Amendments or additions may incur additional costs. Insurance Certificate and Additional Insured Endorsements shall be provided on Standard Acord Format. Other forms may incur additional costs. If differences exist between the summary below and the actual certificate of insurance, the actual certificate shall govern. Powers does not provide Pollution Liability or Professional Liability coverage.

Type of Insurance Coverage	Limit (Each Occurrence / Aggregate)
General Liability	$1,000,000 / $2,000,000
General Liability: Products and Completed Operations	$1,000,000 / $2,000,000
Umbrella	$5,000,000 / $5,000,000
Workers Compensation	$1,000,000 / $1,000,000
Automobile and Personal Injury	$1,000,000
Professional Liability / Pollution Liability	$1,000,000 / $2,000,000

COMMERCIAL ENTERPRISES, Inc.

8309 Washington Place NE
Albuquerque, NM 87113
Phone 505-890-5300
Fax 505-890-5126
Contractor's License 52729
Department of Labor Reregistration #89452011615
Small Disadvantage Business Certified

April 29, 2025 **Bid #046**

S**ubject: La Familia – 1035 Alto St, Santa Fe, NM 87501**

We propose to furnish and install the following section items, furnishing all labor, material, necessary plant, equipment, and labor taxes to do a complete job in every respect, and in a professional workman-like manner:

Plan date: Field Verify Dimensions

INCLUDE:

- Scaffold
- Parapets + 8" Finish Face of Building
- Back of parapet skim and finish
- Acrylic Pail Finish

Bond Rate: 1½%
Small Disadvantage Business Certified

Bid $139,800.00

EXCLUSIONS:
Tax, bond, shop drawings, engineering, dumpsters, all wood, exterior sealant, sheet metal flashing, temporary facilities such as water, light, heat, power and weather protection at no cost to us.

This proposal is subject to change if not accepted within 30 days.

Respectfully submitted,

Abieezer Moreno

Abieezer Moreno

La Familia Bid Abstract-combined

Final Audit Report 2025-06-13

Created:	2025-06-12
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0UcKXSW8tISxxgHTTIzxNaVR3wZJCAJa

"La Familia Bid Abstract-combined" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
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2025-06-12 - 8:41:32 PM GMT

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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-06-13 - 9:35:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-13 - 9:35:08 PM GMT

THE CITY OF
SANTA FE

MEMORANDUM

DATE: June 5, 2025

TO: Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief BM
Sten Johnson, Assistant Fire Chief SJ

SUBJECT: Acceptance of NM DFA Grant; Firefighter Recruitment Fund

ITEM AND ISSUE:
Request for Approval of a NM DFA Grant; Firefighter Recruitment Fund. Appropriation number 24-ZI5036-50 in the amount of $393,750.
Reversion date June 30, 2025.
Request for Approval of a Budget Amendment Resolution (BAR) to add $393,750 from the Acceptance of NM DFA Grant; Firefighter Recruitment Fund into FY25 Fire Department Revenue.

BACKGROUND AND SUMMARY:
The City received the attached award announcement for NM DFA Grant; Firefighter Recruitment Fund in the amount of $393,750.
These funds are granted for the hiring of full-time Firefighter positions. This grant was approved by the NM State Legislature to help support emergency response in the form of Firefighters and EMTs.

ATTACHMENTS:
NM DFA Grant; Firefighter Recruitment Fund Agreement.
BAR and Project Ledger.
Salary & Benefits Reporting Forms FY25 w/ supporting documents.

REIMBURSING AGENCY: Department of Finance and Administration

RECIPIENT: Business Unit: 341

City of Santa Fe

APPROPRIATION NUMBER:	ALLOCATION AMOUNT:	REVERSION DATE:
24-ZI5036-50	**$ 393,750.00**	**June 30, 2025**

ALLOCATION PURPOSE

Three Hundred and ninety three thousand seven hundred and fifty dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to $225,000 the first year, 50% up to $112,500 the second year, and 25% up to $56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

City of Santa Fe Fire Department — 06/14/2025

Local Fire Department Agency — Date

(see signature page) — _____

Authorized Local Governing Body Authority — Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-50 in the amount of $225,000.

_____ — _____

Jeannette Gallegos — Date

Interim Director, Local Government Division

IN WITNESS WHEREOF, the City of Santa Fe has 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:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/24/24 UPDATED 6/6/25

Project Title: FIREFIGHTER RECRUITMENT FUND DFA

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Department: FIRE Project Manager: STEN JOHNSON Ext: 469.9799

Project Date Range: 7/1/2025 to 6/30/2027 ☐ Create Fixed Asset

Project ID: FIR2522106
Grant ID: S2554
Approved By: ERIKA LUJAN
ERIKA LUJAN | Jun 6, 2025 16:18 MDT
CT (Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA CAP % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490210 Awarded Amount: 393750.00

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: Awarded Amount:

Expense String Phase: **THREE YEAR AWARD: FY25:225000.00, FY26:112500.00, FY27 56250.00**
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: GEN SALARIES MUNIS ORG: 2210181 MUNIS OBJ: 500110

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 24-Z15036-50 (FY25-27 PER HB2) Awarded Amount: 393750.00

AR Charge Code: 2210181.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: Awarded Amount:

AR Charge Code: ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: Federal CFDA (if applicable):

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Fire	6/5/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Firefighter Salaries	2210181	500110		393,750	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM DFA Firefighter Recruitment Fund.	2210181	490210		(393,750)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

These funds are available to be used for reimbursement of salaries toward recruitment of new firefighters.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Sten Johnson — 6/5/2025
Prepared By *(print name)* — Date

STEN JOHNSON — 06/14/2025
Division Director Signature *(optional)* — Date

BRIAN MOYA
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

ALEXIS LOTERO (Jun 17, 2025 10:48 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — 06/17/2025 Date

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A
https://forms.office.com/g/4Gzf2tDgPb

Allocation Recipient:	City of Santa Fe Fire Department
Appropriation Number:	24-ZI5036-50
Quarter Number:	1

Name	Date of Hire	Title of Position	Salary Paid ($) during quarter	Benefits Paid ($) during quarter
Brandy Huerta	7/20/2025	Firefighter	7,319.72	5,764.39
Alejandro Sanchez	7/20/2025	Firefighter	7,865.97	6,079.81
Jesse Davis	7/20/2025	Firefighter	7,202.55	4,358.02
Ezekiel Tapia	7/20/2025	Firefighter	7,202.55	4,385.62
Total Amount of Appropriation Funds Expended:			**Total: $** 29,590.79	**Total: $** 20,587.84

Add extra lines as applicable.

Narrative:
(Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

These Firefighter will be in our training academy for 20 weeks. After graduation the recruitment and hiring process will begin for the next year (2025).

Quarter 1

Org (All)

Salaries July-September

Sum of Amount				Check Date				
First Name	Last Name	Obj	Pay Description	08/09/2024	08/23/2024	09/06/2024	09/20/2024	Grand Total
ALEJANDRO	SANCHEZ	500110	BASE FLSA NON-EXEMPT	2,039.33	2,039.33	1,930.07	1,857.24	7,865.97
BRANDY	HUERTA	500110	BASE FLSA NON-EXEMPT	2,039.33	2,039.33	1,747.99	1,493.07	7,319.72
EZEKIEL	TAPIA	500110	BASE FLSA NON-EXEMPT	1,883.02	1,883.02	1,883.02	1,553.49	7,202.55
JESSE	DAVIS	500110	BASE FLSA NON-EXEMPT	1,883.02	1,883.02	1,883.02	1,553.49	7,202.55
Grand Total				7,844.70	7,844.70	7,444.10	6,457.29	29,590.79

Org (All)

Benefits July-September

Sum of Employer Amount				Check Date				
First Name	Last Name	Obj	Deduction Description	08/09/2024	08/23/2024	09/06/2024	09/20/2024	Grand Total
ALEJANDRO	SANCHEZ	503100	MEDICARE	30.40	25.93	38.80	40.98	136.11
		503150	PERA FIRE MFR5 ER	477.20	477.20	489.98	592.24	2,036.62
			PERA FIRE MFR5 PICKUP	316.61	316.61	325.08	392.93	1,351.23
		503200	DEPENDENT BASIC LIFE		0.35	0.35	0.35	1.05
			EE SUPPLEMENTAL LIFE 3X		7.78	7.78	7.78	23.34
			EMPLOYEE BASIC AD&D		0.22	0.22	0.22	0.66
			EMPLOYEE BASIC LIFE		0.55	0.55	0.55	1.65
			MEDICAL		753.25	753.25	753.25	2,259.75
		503250	RETIREE HEALTH CARE ENHANCED	50.98	50.98	48.25	48.25	198.46
		503350	WORKERS COMP				2.30	2.30
		503400	DENTAL		22.88	22.88	22.88	68.64
ALEJANDRO Total				875.19	1,655.75	1,687.14	1,861.73	6,079.81
BRANDY	HUERTA	503100	MEDICARE	30.40	33.63	44.12	45.19	153.34
		503150	PERA FIRE MFR5 ER	477.20	477.20	409.03	489.98	1,853.41
			PERA FIRE MFR5 PICKUP	316.61	316.61	271.38	325.08	1,229.68
		503200	DEPENDENT BASIC LIFE		0.35	0.35	0.35	1.05
			EMPLOYEE BASIC AD&D		0.22	0.22	0.22	0.66
			EMPLOYEE BASIC LIFE		0.55	0.55	0.55	1.65
			MEDICAL		753.25	753.25	753.25	2,259.75
		503250	RETIREE HEALTH CARE ENHANCED	50.98	50.98	43.70	48.25	193.91
		503350	WORKERS COMP				2.30	2.30
		503400	DENTAL		22.88	22.88	22.88	68.64
BRANDY Total				875.19	1,655.67	1,545.48	1,688.05	5,764.39
EZEKIEL	TAPIA	503100	MEDICARE	28.07	27.30	28.46	31.40	115.23
		503150	PERA FIRE MFR5 ER	440.63	440.63	440.63	440.63	1,762.52
			PERA FIRE MFR5 PICKUP	292.34	292.34	292.34	292.34	1,169.36
		503200	EE SUPPLEMENTAL LIFE 3X		7.19	7.19	7.19	21.57
			EMPLOYEE BASIC AD&D		0.22	0.22	0.22	0.66
			EMPLOYEE BASIC LIFE		0.55	0.55	0.55	1.65
			MEDICAL POST TAX		362.58	362.58	362.58	1,087.74
		503250	RETIREE HEALTH CARE ENHANCED	47.08	47.08	47.08	47.08	188.32
		503350	WORKERS COMP				2.30	2.30
		503400	DENTAL POST TAX		12.09	12.09	12.09	36.27
EZEKIEL Total				808.12	1,189.98	1,191.14	1,196.38	4,385.62
JESSE	DAVIS	503100	MEDICARE	28.07	25.59	26.75	28.79	109.20
		503150	PERA FIRE MFR5 ER	440.63	440.63	440.63	440.63	1,762.52
			PERA FIRE MFR5 PICKUP	292.34	292.34	292.34	292.34	1,169.36
		503200	EMPLOYEE BASIC AD&D		0.22	0.22	0.22	0.66
			EMPLOYEE BASIC LIFE		0.55	0.55	0.55	1.65
			MEDICAL		362.58	362.58	362.58	1,087.74
		503250	RETIREE HEALTH CARE ENHANCED	47.08	47.08	47.08	47.08	188.32
		503350	WORKERS COMP				2.30	2.30
		503400	DENTAL		12.09	12.09	12.09	36.27
JESSE Total				808.12	1,181.08	1,182.24	1,186.58	4,358.02
Grand Total				3,366.62	5,682.48	5,606.00	5,932.74	20,587.84

Total	50,178.63

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,577.02

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	08/09/2024	08/02/2024	BI-WEEKLY	1034139

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	1883.02
OT	35.31	1.50	52.96	52.96

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	28.07	28.07	28.07	28.07
PERA MFR5	97.45	97.45		
PERA MFR5 PU			292.34	292.34
PERA MFR5 ER			440.63	440.63
FEDERAL TAX	144.32	144.32		
STATE TAX	65.58	65.58		
RHC ENHANCED	23.54	23.54	47.08	47.08
DEPOSITS:				
DD-NET	1577.02	1577.02		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		3.70		3.70	3.70	
SICK		2.77		2.77	2.77	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,838.53	1,838.53
Gross Pay	1,935.98	1,935.98
Deductions	358.96	358.96
Net Pay	1,577.02	1,577.02

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
08/09/2024	1034139

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,389.98

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	08/23/2024	08/16/2024	BI-WEEKLY	1035559

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	3766.04
OT				52.96

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	27.30	55.37	27.30	55.37
PERA MFR5	97.45	194.90		
PERA MFR5 PU			292.34	584.68
PERA MFR5 ER			440.63	881.26
FEDERAL TAX	137.96	282.28		
STATE TAX	62.99	128.57		
MEDICAL PTAX	111.38	111.38	362.58	362.58
DENTAL PTAX	6.50	6.50	12.09	12.09
VISION PTAX	3.69	3.69		
LEGAL	9.75	9.75		
RHC ENHANCED	23.54	47.08	47.08	94.16
EE BASICLIFE			0.55	0.55
EE BASICAD&D			0.22	0.22
EE LIFE 3X	10.79	10.79	7.19	7.19
EE AD&D 3X	1.69	1.69		
DEPOSITS:				
DD-NET	1389.98	2967.00		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	3.70	3.70		7.39	7.39	
SICK	2.77	2.77		5.54	5.54	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,785.57	3,624.10
Gross Pay	1,883.02	3,819.00
Deductions	493.04	852.00
Net Pay	1,389.98	2,967.00

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date: 08/23/2024
Advice Number: 1035559

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,454.84

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	09/06/2024	08/30/2024	BI-WEEKLY	1036920

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	5649.06
OT	35.31	2.25	79.44	132.40

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.46	83.83	28.46	83.83
PERA MFR5	97.45	292.35		
PERA MFR5 PU			292.34	877.02
PERA MFR5 ER			440.63	1321.89
FEDERAL TAX	147.49	429.77		
STATE TAX	66.88	195.45		
MEDICAL PTAX	111.38	222.76	362.58	725.16
DENTAL PTAX	6.50	13.00	12.09	24.18
VISION PTAX	3.69	7.38		
LEGAL	9.75	19.50		
RHC ENHANCED	23.54	70.62	47.08	141.24
EE BASICLIFE			0.55	1.10
EE BASICAD&D			0.22	0.44
EE LIFE 3X	10.79	21.58	7.19	14.38
EE AD&D 3X	1.69	3.38		
DEPOSITS:				
DD-NET	1454.84	4421.84		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	7.39	3.70		11.09	11.09	
SICK	5.54	2.77		8.30	8.30	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,865.01	5,489.11
Gross Pay	1,962.46	5,781.46
Deductions	507.62	1,359.62
Net Pay	1,454.84	4,421.84

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
09/06/2024	1036920

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,618.60

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	09/20/2024	09/13/2024	BI-WEEKLY	1039104

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	66.00	1553.49	7202.55
OT	35.31	8.00	282.46	414.86
HOLIDA	23.54	14.00	329.53	329.53

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	31.40	115.23	31.40	115.23
WCOMP	2.00	2.00	2.30	2.30
PERA MFR5	97.45	389.80		
PERA MFR5 PU			292.34	1169.36
PERA MFR5 ER			440.63	1762.52
FEDERAL TAX	171.86	601.63		
STATE TAX	76.83	272.28		
MEDICAL PTAX	111.38	334.14	362.58	1087.74
DENTAL PTAX	6.50	19.50	12.09	36.27
VISION PTAX	3.69	11.07		
LEGAL	9.75	29.25		
RHC ENHANCED	23.54	94.16	47.08	188.32
EE BASICLIFE			0.55	1.65
EE BASICAD&D			0.22	0.66
EE LIFE 3X	10.79	32.37	7.19	21.57
EE AD&D 3X	1.69	5.07		
DEPOSITS:				
DD-NET	1618.60	6040.44		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	11.09	3.70		14.78	14.78	
SICK	8.30	2.77		11.07	11.07	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,068.03	7,557.14
Gross Pay	2,165.48	7,946.94
Deductions	546.88	1,906.50
Net Pay	1,618.60	6,040.44

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
09/20/2024	1039104

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,577.02

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	08/09/2024	08/02/2024	BI-WEEKLY	1034022

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	1883.02
OT	35.31	1.50	52.96	52.96

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.07	28.07	28.07	28.07
PERA MFR5	97.45	97.45		
PERA MFR5 PU			292.34	292.34
PERA MFR5 ER			440.63	440.63
FEDERAL TAX	144.32	144.32		
STATE TAX	65.58	65.58		
RHC ENHANCED	23.54	23.54	47.08	47.08
DEPOSITS:				
DD-NET	1577.02	1577.02		

[redacted]

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		3.70		3.70	3.70	
SICK		2.77		2.77	2.77	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,838.53	1,838.53
Gross Pay	1,935.98	1,935.98
Deductions	358.96	358.96
Net Pay	1,577.02	1,577.02

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Advice Date 08/09/2024
Advice Number 1034022

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,437.53

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	08/23/2024	08/16/2024	BI-WEEKLY	1035444

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	3766.04
OT				52.96

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	25.59	53.66	25.59	53.66
MEDICAL	111.38	111.38	362.58	362.58
DENTAL	6.50	6.50	12.09	12.09
PERA MFR5	97.45	194.90		
PERA MFR5 PU			292.34	584.68
PERA MFR5 ER			440.63	881.26
FEDERAL TAX	123.82	268.14		
STATE TAX	57.21	122.79		
RHC ENHANCED	23.54	47.08	47.08	94.16
EE BASICLIFE			0.55	0.55
EE BASICAD&D			0.22	0.22
DEPOSITS:				
DD-NET	1437.53	3014.55		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	3.70	3.70		7.39	7.39	
SICK	2.77	2.77		5.54	5.54	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,667.69	3,506.22
Gross Pay	1,883.02	3,819.00
Deductions	445.49	804.45
Net Pay	1,437.53	3,014.55

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Advice Date 08/23/2024
Advice Number 1035444

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,502.39

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	09/06/2024	08/30/2024	BI-WEEKLY	1036805

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	5649.06
OT	35.31	2.25	79.44	132.40

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	26.75	80.41	26.75	80.41
MEDICAL	111.38	222.76	362.58	725.16
DENTAL	6.50	13.00	12.09	24.18
PERA MFR5	97.45	292.35		
PERA MFR5 PU			292.34	877.02
PERA MFR5 ER			440.63	1321.89
FEDERAL TAX	133.35	401.49		
STATE TAX	61.10	183.89		
RHC ENHANCED	23.54	70.62	47.08	141.24
EE BASICLIFE			0.55	1.10
EE BASICAD&D			0.22	0.44
DEPOSITS:				
DD-NET	1502.39	4516.94		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	7.39	3.70		11.09	11.09	
SICK	5.54	2.77		8.30	8.30	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,747.13	5,253.35
Gross Pay	1,962.46	5,781.46
Deductions	460.07	1,264.52
Net Pay	1,502.39	4,516.94

CITY OF SANTA FE, NEW MEXICO
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Advice Date: 09/06/2024
Advice Number: 1036805

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,615.71

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	09/20/2024	09/13/2024	BI-WEEKLY	1038990

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	66.00	1553.49	7202.55
OT	35.31	6.25	220.67	353.07
HOLIDA	23.54	14.00	329.53	329.53

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.79	109.20	28.79	109.20
MEDICAL	111.38	334.14	362.58	1087.74
DENTAL	6.50	19.50	12.09	36.27
WCOMP	2.00	2.00	2.30	2.30
PERA MFR5	97.45	389.80		
PERA MFR5 PU			292.34	1169.36
PERA MFR5 ER			440.63	1762.52
FEDERAL TAX	150.30	551.79		
STATE TAX	68.02	251.91		
RHC ENHANCED	23.54	94.16	47.08	188.32
EE BASICLIFE			0.55	1.65
EE BASICAD&D			0.22	0.66
DEPOSITS:				
DD-NET	1615.71	6132.65		

[redacted]

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	11.09	3.70		14.78	14.78	
SICK	8.30	2.77		11.07	11.07	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,888.36	7,141.71
Gross Pay	2,103.69	7,885.15
Deductions	487.98	1,752.50
Net Pay	1,615.71	6,132.65

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
09/20/2024	1038990

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,718.27

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	08/09/2024	08/02/2024	BI-WEEKLY	1034064

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	25.49	80.00	2039.33	2039.33
OT	38.24	1.50	57.36	57.36

Deductions	Current	YTD	Empir	Empr YTD
MEDICARE	30.40	30.40	30.40	30.40
PERA MFR5	105.54	105.54		
PERA MFR5 PU			316.61	316.61
PERA MFR5 ER			477.20	477.20
FEDERAL TAX	162.63	162.63		
STATE TAX	54.36	54.36		
RHC ENHANCED	25.49	25.49	50.98	50.98
DEPOSITS:				
DD-NET	1718.27	1718.27		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		3.70		3.70	3.70	
SICK		2.77		2.77	2.77	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,991.15	1,991.15
Gross Pay	2,096.69	2,096.69
Deductions	378.42	378.42
Net Pay	1,718.27	1,718.27

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Advice Date	Advice Number
08/09/2024	1034064

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,368.99

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	08/23/2024	08/16/2024	BI-WEEKLY	1035485

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	25.49	80.00	2039.33	4078.66
OT				57.36
IMPDOM			401.45	401.45

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	33.63	64.03	33.63	64.03
MEDICAL	111.38	111.38	753.25	753.25
DENTAL	6.50	6.50	22.88	22.88
VISION	3.69	3.69		
PERA MFR5	105.54	211.08		
PERA MFR5 PU			316.61	633.22
PERA MFR5 ER			477.20	954.40
FEDERAL TAX	189.33	351.96		
STATE TAX	65.26	119.62		
MEDICAL PTAX	120.00	120.00		
DENTAL PTAX	5.82	5.82		
VISION PTAX	3.70	3.70		
RHC ENHANCED	25.49	50.98	50.98	101.96
EE BASICLIFE			0.55	0.55
DP BASICLIFE			0.35	0.35
EE BASICAD&D			0.22	0.22
DEPOSITS:				
DD-NET	1368.99	3087.26		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	3.70	3.70		7.39	7.39	
SICK	2.77	2.77		5.54	5.54	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,213.67	4,204.82
Gross Pay	2,440.78	4,537.47
Deductions	670.34	1,048.76
Net Pay	1,368.99	3,087.26

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Advice Date	Advice Number
08/23/2024	1035485

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,918.36

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	09/06/2024	08/30/2024	BI-WEEKLY	1036846

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	5826.65
OT				57.36
OT FIR	27.31	30.50	833.03	833.03
OTSTRT	18.21	10.00	182.08	182.08
IMPDOM			401.45	802.90

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	44.12	108.15	44.12	108.15
MEDICAL	111.38	222.76	753.25	1506.50
DENTAL	6.50	13.00	22.88	45.76
VISION	3.69	7.38		
PERA MFR5	90.46	301.54		
PERA MFR5 PU			271.38	904.60
PERA MFR5 ER			409.03	1363.43
FEDERAL TAX	335.75	687.71		
STATE TAX	101.47	221.09		
MEDICAL PTAX	120.00	240.00		
DENTAL PTAX	5.82	11.64		
VISION PTAX	3.70	7.40		
RHC ENHANCED	21.85	72.83	43.70	145.66
EE BASICLIFE			0.55	1.10
DP BASICLIFE			0.35	0.70
EE BASICAD&D			0.22	0.44
DEPOSITS:				
DD-NET	1918.36	5005.62		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		12.93		12.93	5.54	
SICK		9.95		9.95	4.42	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,952.52	7,157.34
Gross Pay	3,164.55	7,702.02
Deductions	844.74	1,893.50
Net Pay	1,918.36	5,005.62

CITY OF SANTA FE, NEW MEXICO
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Advice Date	Advice Number
09/06/2024	1036846

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,943.03

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	09/20/2024	09/13/2024	BI-WEEKLY	1039031

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	82.00	1493.07	7319.72
OT				57.36
OT FIR				833.03
OTSTRT				182.08
OT 1.5	27.31	6.00	163.87	163.87
WHOL	27.31	24.00	655.50	655.50
WHOLS	18.21	4.00	72.83	72.83
HOLIDA	18.21	24.00	437.00	437.00
IMPDOM			401.45	1204.35
TAXGYM			14.54	14.54

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	45.19	153.34	45.19	153.34
MEDICAL	111.38	334.14	753.25	2259.75
DENTAL	6.50	19.50	22.88	68.64
VISION	3.69	11.07		
WCOMP	2.00	2.00	2.30	2.30
PERA MFR5	108.36	409.90		
PERA MFR5 PU			325.08	1229.68
PERA MFR5 ER			489.98	1853.41
FEDERAL TAX	344.95	1032.66		
STATE TAX	103.52	324.61		
MEDICAL PTAX	120.00	360.00		
DENTAL PTAX	5.82	17.46		
VISION PTAX	3.70	11.10		
RHC ENHANCED	24.13	96.96	48.25	193.91
EE BASICLIFE			0.55	1.65
DP BASICLIFE			0.35	1.05
EE BASICAD&D			0.22	0.66
DEPOSITS:				
DD-NET	1943.03	6948.65		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	12.93	6.12		19.05	11.66	
SICK	9.95	4.88		14.83	9.29	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,994.34	10,151.68
Gross Pay	3,238.26	10,940.28
Deductions	879.24	2,772.74
Net Pay	1,943.03	6,948.65

CITY OF SANTA FE, NEW MEXICO
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Advice Date	Advice Number
09/20/2024	1039031

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,658.02

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	08/09/2024	08/02/2024	BI-WEEKLY	1034128

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	25.49	80.00	2039.33	2039.33
OT	38.24	1.50	57.36	57.36

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	30.40	30.40	30.40	30.40
DEFERREDCOMP	50.00	50.00		
PERA MFR5	105.54	105.54		
PERA MFR5 PU			316.61	316.61
PERA MFR5 ER			477.20	477.20
FEDERAL TAX	156.63	156.63		
STATE TAX	70.61	70.61		
RHC ENHANCED	25.49	25.49	50.98	50.98
DEPOSITS:				
DD-NET	1658.02	1658.02		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		3.70		3.70	3.70	
SICK		2.77		2.77	2.77	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,941.15	1,941.15
Gross Pay	2,096.69	2,096.69
Deductions	438.67	438.67
Net Pay	1,658.02	1,658.02

CITY OF SANTA FE, NEW MEXICO
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(505) 955-6543
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Advice Date: 08/09/2024
Advice Number: 1034128

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,388.60

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	08/23/2024	08/16/2024	BI-WEEKLY	1035549

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	25.49	80.00	2039.33	4078.66
OT				57.36

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	25.93	56.33	25.93	56.33
MEDICAL	231.38	231.38	753.25	753.25
DENTAL	12.32	12.32	22.88	22.88
VISION	7.39	7.39		
DEFERREDCOMP	50.00	100.00		
PERA MFR5	105.54	211.08		
PERA MFR5 PU			316.61	633.22
PERA MFR5 ER			477.20	954.40
FEDERAL TAX	119.62	276.25		
STATE TAX	55.49	126.10		
RHC ENHANCED	25.49	50.98	50.98	101.96
EE BASICLIFE			0.55	0.55
DP BASICLIFE			0.35	0.35
EE BASICAD&D			0.22	0.22
SPOUSE LIFE	3.18	3.18		
EE LIFE 3X	11.67	11.67	7.78	7.78
FAM AD&D 3X	2.72	2.72		
DEPOSITS:				
DD-NET	1388.60	3046.62		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	3.70	3.70		7.39	7.39	
SICK	2.77	2.77		5.54	5.54	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,632.70	3,573.85
Gross Pay	2,039.33	4,136.02
Deductions	650.73	1,089.40
Net Pay	1,388.60	3,046.62

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
08/23/2024	1035549

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,098.12

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	09/06/2024	08/30/2024	BI-WEEKLY	1036910

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	6008.73
OT				57.36
OT FIR	27.31	30.50	833.03	833.03
OT 1.5	27.31	6.00	163.87	163.87

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	38.80	95.13	38.80	95.13
MEDICAL	231.38	462.76	753.25	1506.50
DENTAL	12.32	24.64	22.88	45.76
VISION	7.39	14.78		
DEFERREDCOMP	50.00	150.00		
PERA MFR5	108.36	319.44		
PERA MFR5 PU			325.08	958.30
PERA MFR5 ER			489.98	1444.38
FEDERAL TAX	240.05	516.30		
STATE TAX	98.85	224.95		
RHC ENHANCED	24.13	75.11	48.25	150.21
EE BASICLIFE			0.55	1.10
DP BASICLIFE			0.35	0.70
EE BASICAD&D			0.22	0.44
SPOUSE LIFE	3.18	6.36		
EE LIFE 3X	11.67	23.34	7.78	15.56
FAM AD&D 3X	2.72	5.44		
DEPOSITS:				
DD-NET	2098.12	5144.74		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		13.51		13.51	6.12	
SICK		10.41		10.41	4.88	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,517.52	6,091.37
Gross Pay	2,926.97	7,062.99
Deductions	828.85	1,918.25
Net Pay	2,098.12	5,144.74

CITY OF SANTA FE, NEW MEXICO
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Advice Date 09/06/2024
Advice Number 1036910

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,187.22

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	09/20/2024	09/13/2024	BI-WEEKLY	1039094

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	102.00	1857.24	7865.97
OT				57.36
OT FIR				833.03
OT 1.5	27.31	22.00	600.87	764.74
WHOL	27.31	4.00	109.25	109.25
WHOLS	18.21	24.00	437.00	437.00
HOLIDA	18.21	4.00	72.83	72.83

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	40.98	136.11	40.98	136.11
MEDICAL	231.38	694.14	753.25	2259.75
DENTAL	12.32	36.96	22.88	68.64
VISION	7.39	22.17		
WCOMP	2.00	2.00	2.30	2.30
DEFERREDCOMP	50.00	200.00		
PERA MFR5	130.98	450.42		
PERA MFR5 PU			392.93	1351.23
PERA MFR5 ER			592.24	2036.62
FEDERAL TAX	268.12	784.42		
STATE TAX	105.10	330.05		
RHC ENHANCED	24.13	99.24	48.25	198.46
EE BASICLIFE			0.55	1.65
DP BASICLIFE			0.35	1.05
EE BASICAD&D			0.22	0.66
SPOUSE LIFE	3.18	9.54		
EE LIFE 3X	11.67	35.01	7.78	23.34
FAM AD&D 3X	2.72	8.16		
DEPOSITS:				
DD-NET	2187.22	7331.96		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	13.51	6.12		19.62	12.23	
SICK	10.41	4.88		15.29	9.75	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,645.12	8,736.49
Gross Pay	3,077.19	10,140.18
Deductions	889.97	2,808.22
Net Pay	2,187.22	7,331.96

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
09/20/2024	1039094

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Santa Fe

APPROPRIATION NUMBER:	ALLOCATION AMOUNT:	REVERSION DATE:
24-ZI5036-50	**$ 393,750.00**	**June 30, 2025**

ALLOCATION PURPOSE

Three Hundred and ninety three thousand seven hundred and fifty dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to $225,000 the first year, 50% up to $112,500 the second year, and 25% up to $56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

_____ _____

Local Fire Department Agency Date

_____ _____

Authorized Local Governing Body Authority Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-50 in the amount of $225,000.

_____ _____

Jeannette Gallegos Date
Interim Director, Local Government Division

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A
https://forms.office.com/g/4Gzf2tDgPb

Allocation Recipient:	City of Santa Fe Fire Department
Appropriation Number:	24-ZI5036-50
Quarter Number:	2

Name	Date of Hire	Title of Position	Salary Paid ($) during quarter	Benefits Paid ($) during quarter
Brandy Huerta	7/20/2025	Firefighter	12,590.98	12,004.63
Alejandro Sanchez	7/20/2025	Firefighter	11,443.86	11,703.61
Jesse Davis	7/20/2025	Firefighter	12,004.24	8,295.63
Ezekiel Tapia	7/20/2025	Firefighter	12,004.24	8,360.23
Total Amount of Appropriation Funds Expended:			**Total: $** 48,043.32	**Total: $** 40,364.10

Add extra lines as applicable.

Narrative:
(Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

These Firefighter will complete our training academy in December. After graduation they will be assigned to Operations crews. The recruitment and hiring process will begin for the next year (2025).

Quarter 2

Org (All) Salaries October- December

Sum of Amount				Check Date							
First Name	Last Name	Obj	Pay Description	10/04/2024	10/18/2024	11/01/2024	11/15/2024	11/29/2024	12/13/2024	12/27/2024	Grand Total
ALEJANDRO	SANCHEZ	500110	BASE FLSA NON-EXEMPT	1,747.99	1,775.30	1,930.07	1,747.99	1,493.07	1,201.74	1,547.70	11,443.86
BRANDY	HUERTA	500110	BASE FLSA NON-EXEMPT	1,930.07	1,747.99	1,493.07	1,930.07	1,747.99	1,930.07	1,811.72	12,590.98
EZEKIEL	TAPIA	500110	BASE FLSA NON-EXEMPT	1,883.02	1,883.02	1,647.64	1,647.64	1,647.64	1,412.26	1,883.02	12,004.24
JESSE	DAVIS	500110	BASE FLSA NON-EXEMPT	1,883.02	1,883.02	1,647.64	1,647.64	1,647.64	1,412.26	1,883.02	12,004.24
Grand Total				7,444.10	7,289.33	6,718.42	6,973.34	6,536.34	5,956.33	7,125.46	48,043.32

Org (All) Benefits October- December

Sum of Employer Amount				Check Date							
First Name	Last Name	Obj	Deduction Description	10/04/2024	10/18/2024	11/01/2024	11/15/2024	11/29/2024	12/13/2024	12/27/2024	Grand Total
ALEJANDRO	SANCHEZ	503100	MEDICARE	21.71	47.38	39.39	21.71	39.39	66.30	24.08	259.96
		503150	PERA FIRE MFRS ER	409.03	477.20	592.24	409.03	489.98	592.24	409.03	3,378.75
			PERA FIRE MFRS PICKUP	271.38	316.60	392.93	271.38	325.08	392.93	271.38	2,241.68
		503200	DEPENDENT BASIC LIFE	0.35	0.35	0.35	0.35		0.35	0.35	2.10
			EE SUPPLEMENTAL LIFE 3X	7.78	7.78	7.78	7.78	7.78	7.78	7.78	54.46
			EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22		0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55		0.55	0.55	3.30
			MEDICAL	753.25	753.25	753.25	753.25	753.25	753.25	753.25	5,272.75
		503250	RETIREE HEALTH CARE ENHANCED	43.70	50.98	48.25	43.70	48.25	48.25	43.70	326.83
		503350	WORKERS COMP						2.30		2.30
		503400	DENTAL	22.88	22.88	22.88	22.88	22.88	22.88	22.88	160.16
ALEJANDRO Total				1,530.85	1,677.19	1,857.84	1,530.85	1,686.61	1,887.05	1,533.22	11,703.61
BRANDY	HUERTA	503100	MEDICARE	40.97	42.55	44.14	40.97	35.95	61.80	41.30	307.68
		503150	PERA FIRE MFRS ER	592.24	409.03	489.98	592.24	409.03	489.98	578.39	3,560.89
			PERA FIRE MFRS PICKUP	392.93	271.38	325.08	392.93	271.38	325.08	383.74	2,362.52
		503200	DEPENDENT BASIC LIFE	0.35	0.35	0.35	0.35		0.35	0.35	2.10
			EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22		0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55		0.55	0.55	3.30
			MEDICAL	753.25	753.25	753.25	753.25	753.25	753.25	753.25	5,272.75
		503250	RETIREE HEALTH CARE ENHANCED	48.25	43.70	48.25	48.25	43.70	48.25	51.21	331.61
		503350	WORKERS COMP						2.30		2.30
		503400	DENTAL	22.88	22.88	22.88	22.88	22.88	22.88	22.88	160.16
BRANDY Total				1,851.64	1,543.91	1,684.70	1,851.64	1,536.19	1,704.66	1,831.89	12,004.63
EZEKIEL	TAPIA	503100	MEDICARE	32.42	30.89	27.30	27.56	32.42	42.06	27.30	219.95
		503150	PERA FIRE MFRS ER	440.63	440.63	440.63	440.63	440.63	440.62	440.63	3,084.40
			PERA FIRE MFRS PICKUP	292.34	292.34	292.34	292.34	292.34	292.34	292.34	2,046.38
		503200	EE SUPPLEMENTAL LIFE 3X	7.19	7.19	7.19	7.19	7.19	7.19	7.19	50.33
			EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22		0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55		0.55	0.55	3.30
			MEDICAL POST TAX	362.58	362.58	362.58	362.58	362.58	362.58	362.58	2,538.06
		503250	RETIREE HEALTH CARE ENHANCED	47.08	47.08	47.08	47.08	47.08	47.08	47.08	329.56
		503350	WORKERS COMP						2.30		2.30
		503400	DENTAL POST TAX	12.09	12.09	12.09	12.09	12.09	12.09	12.09	84.63
EZEKIEL Total				1,195.10	1,193.57	1,189.98	1,190.24	1,194.33	1,207.03	1,189.98	8,360.23
JESSE	DAVIS	503100	MEDICARE	30.71	29.18	25.59	25.59	25.59	40.35	28.67	205.68
		503150	PERA FIRE MFRS ER	440.63	440.63	440.63	440.63	440.63	440.62	440.63	3,084.40
			PERA FIRE MFRS PICKUP	292.34	292.34	292.34	292.34	292.34	292.34	292.34	2,046.38
		503200	EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22		0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55		0.55	0.55	3.30
			MEDICAL	362.58	362.58	362.58	362.58	362.58	362.58	362.58	2,538.06
		503250	RETIREE HEALTH CARE ENHANCED	47.08	47.08	47.08	47.08	47.08	47.08	47.08	329.56
		503350	WORKERS COMP						2.30		2.30
		503400	DENTAL	12.09	12.09	12.09	12.09	12.09	12.09	12.09	84.63
JESSE Total				1,186.20	1,184.67	1,181.08	1,181.08	1,180.31	1,198.13	1,184.16	8,295.63
Grand Total				5,763.79	5,599.34	5,913.60	5,753.81	5,597.44	5,996.87	5,739.25	40,364.10

Total	88,407.42

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,678.26

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	10/04/2024	09/27/2024	BI-WEEKLY	1039923

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	9085.57
OT	35.31	10.00	353.07	767.93
HOLIDA				329.53

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	32.42	147.65	32.42	147.65
WCOMP		2.00		2.30
PERA MFR5	97.45	487.25		
PERA MFR5 PU			292.34	1461.70
PERA MFR5 ER			440.63	2203.15
FEDERAL TAX	180.33	781.96		
STATE TAX	80.29	352.57		
MEDICAL PTAX	111.38	445.52	362.58	1450.32
DENTAL PTAX	6.50	26.00	12.09	48.36
VISION PTAX	3.69	14.76		
LEGAL	9.75	39.00		
RHC ENHANCED	23.54	117.70	47.08	235.40
EE BASICLIFE			0.55	2.20
EE BASICAD&D			0.22	0.88
EE LIFE 3X	10.79	43.16	7.19	28.76
EE AD&D 3X	1.69	6.76		
DEPOSITS:				
DD-NET	1678.26	7718.70		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	14.78	3.70		18.48	18.48	
SICK	11.07	2.77		13.84	13.84	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,138.64	9,695.78
Gross Pay	2,236.09	10,183.03
Deductions	557.83	2,464.33
Net Pay	1,678.26	7,718.70

CITY OF SANTA FE, NEW MEXICO
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(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
10/04/2024	1039923

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,591.77

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	10/18/2024	10/11/2024	BI-WEEKLY	1041287

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	10968.59
OT	35.31	7.00	247.15	1015.08
HOLIDA				329.53

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	30.89	178.54	30.89	178.54
WCOMP		2.00		2.30
PERA MFR5	97.45	584.70		
PERA MFR5 PU			292.34	1754.04
PERA MFR5 ER			440.63	2643.78
FEDERAL TAX	167.62	949.58		
STATE TAX	75.10	427.67		
MEDICAL PTAX	111.38	556.90	362.58	1812.90
DENTAL PTAX	6.50	32.50	12.09	60.45
VISION PTAX	3.69	18.45		
LEGAL	9.75	48.75		
RHC ENHANCED	23.54	141.24	47.08	282.48
EE BASICLIFE			0.55	2.75
EE BASICAD&D			0.22	1.10
EE LIFE 3X	10.79	53.95	7.19	35.95
EE AD&D 3X	1.69	8.45		
DEPOSITS:				
DD-NET	1591.77	9310.47		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	18.48	3.70		22.18	22.18	
SICK	13.84	2.77		16.61	16.61	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,032.72	11,728.50
Gross Pay	2,130.17	12,313.20
Deductions	538.40	3,002.73
Net Pay	1,591.77	9,310.47

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
10/18/2024	1041287

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,389.98

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	11/01/2024	10/25/2024	BI-WEEKLY	1042660

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	70.00	1647.64	12616.23
OT				1015.08
HOLIDA	23.54	10.00	235.38	564.91

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	27.30	205.84	27.30	205.84
WCOMP		2.00		2.30
PERA MFR5	97.45	682.15		
PERA MFR5 PU			292.34	2046.38
PERA MFR5 ER			440.63	3084.41
FEDERAL TAX	137.96	1087.54		
STATE TAX	62.99	490.66		
MEDICAL PTAX	111.38	668.28	362.58	2175.48
DENTAL PTAX	6.50	39.00	12.09	72.54
VISION PTAX	3.69	22.14		
LEGAL	9.75	58.50		
RHC ENHANCED	23.54	164.78	47.08	329.56
EE BASICLIFE			0.55	3.30
EE BASICAD&D			0.22	1.32
EE LIFE 3X	10.79	64.74	7.19	43.14
EE AD&D 3X	1.69	10.14		
DEPOSITS:				
DD-NET	1389.98	10700.45		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	22.18	3.70		25.87	25.87	
SICK	16.61	2.77		19.38	19.38	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,785.57	13,514.07
Gross Pay	1,883.02	14,196.22
Deductions	493.04	3,495.77
Net Pay	1,389.98	10,700.45

CITY OF SANTA FE, NEW MEXICO
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(505) 955-6543
PAYROLL ACCOUNT

Advice Date 11/01/2024
Advice Number 1042660

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,404.39

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	11/15/2024	11/08/2024	BI-WEEKLY	1044022

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	70.00	1647.64	14263.87
OT	35.31	0.50	17.65	1032.73
SWL	23.54	10.00	235.38	235.38
HOLIDA				564.91

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	27.56	233.40	27.56	233.40
WCOMP		2.00		2.30
PERA MFR5	97.45	779.60		
PERA MFR5 PU			292.34	2338.72
PERA MFR5 ER			440.63	3525.04
FEDERAL TAX	140.08	1227.62		
STATE TAX	63.85	554.51		
MEDICAL PTAX	111.38	779.66	362.58	2538.06
DENTAL PTAX	6.50	45.50	12.09	84.63
VISION PTAX	3.69	25.83		
LEGAL	9.75	68.25		
RHC ENHANCED	23.54	188.32	47.08	376.64
EE BASICLIFE			0.55	3.85
EE BASICAD&D			0.22	1.54
EE LIFE 3X	10.79	75.53	7.19	50.33
EE AD&D 3X	1.69	11.83		
DEPOSITS:				
DD-NET	1404.39	12104.84		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	25.87	3.70		29.57	29.57	
SICK	19.38	2.77		22.14	22.14	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,803.22	15,317.29
Gross Pay	1,900.67	16,096.89
Deductions	496.28	3,992.05
Net Pay	1,404.39	12,104.84

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
11/15/2024	1044022

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,688.01

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	11/29/2024	11/22/2024	BI-WEEKLY	1045386

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	70.00	1647.64	15911.51
OT	35.31	10.00	353.07	1385.80
SWL				235.38
HOLIDA	23.54	10.00	235.38	800.29

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	32.42	265.82	32.42	265.82
WCOMP		2.00		2.30
PERA MFR5	97.45	877.05		
PERA MFR5 PU			292.34	2631.06
PERA MFR5 ER			440.63	3965.67
FEDERAL TAX	180.33	1407.95		
STATE TAX	80.29	634.80		
MEDICAL PTAX	111.38	891.04	362.58	2900.64
DENTAL PTAX	6.50	52.00	12.09	96.72
VISION PTAX	3.69	29.52		
LEGAL		68.25		
RHC ENHANCED	23.54	211.86	47.08	423.72
EE LIFE 3X	10.79	86.32	7.19	57.52
EE AD&D 3X	1.69	13.52		
DEPOSITS:				
DD-NET	1688.01	13792.85		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	29.57	3.70		33.26	33.26	
SICK	22.14	2.77		24.91	24.91	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,138.64	17,455.93
Gross Pay	2,236.09	18,332.98
Deductions	548.08	4,540.13
Net Pay	1,688.01	13,792.85

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date 11/29/2024
Advice Number 1045386

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,402.38

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	12/13/2024	12/06/2024	BI-WEEKLY	1046748

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	60.00	1412.26	17323.77
OT	35.31	0.50	17.65	1403.45
SWL				235.38
HOLIDA	23.54	20.00	470.75	1271.04

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	27.56	293.38	27.56	293.38
WCOMP	2.00	4.00	2.30	4.60
PERA MFR5	97.45	974.50		
PERA MFR5 PU			292.34	2923.40
PERA MFR5 ER			440.62	4406.29
FEDERAL TAX	140.08	1548.03		
STATE TAX	63.85	698.65		
MEDICAL PTAX	111.38	1002.42	362.58	3263.22
DENTAL PTAX	6.50	58.50	12.09	108.81
VISION PTAX	3.69	33.21		
LEGAL	9.75	78.00		
RHC ENHANCED	23.54	235.40	47.08	470.80
EE BASICLIFE			0.55	4.40
EE BASICAD&D			0.22	1.76
EE LIFE 3X	10.79	97.11	7.19	64.71
EE AD&D 3X	1.69	15.21		
DEPOSITS:				
DD-NET	1402.38	15195.23		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	33.26	3.70		36.96	36.96	
SICK	24.91	2.77		27.68	27.68	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,803.21	19,259.14
Gross Pay	1,900.66	20,233.64
Deductions	498.28	5,038.41
Net Pay	1,402.38	15,195.23

CITY OF SANTA FE, NEW MEXICO
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(505) 955-6543
PAYROLL ACCOUNT

Advice Date: 12/13/2024
Advice Number: 1046748

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,389.98

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	12/27/2024	12/20/2024	BI-WEEKLY	1049378

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	19206.79
OT				1403.45
SWL				235.38
HOLIDA				1271.04
RTNINC				1000.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	27.30	335.18	27.30	335.18
WCOMP		4.00		4.60
PERA MFR5	97.45	1071.95		
PERA MFR5 PU			292.34	3215.74
PERA MFR5 ER			440.63	4846.92
FEDERAL TAX	137.96	1729.84		
STATE TAX	62.99	786.13		
MEDICAL PTAX	111.38	1113.80	362.58	3625.80
DENTAL PTAX	6.50	65.00	12.09	120.90
VISION PTAX	3.69	36.90		
LEGAL	9.75	87.75		
RHC ENHANCED	23.54	258.94	47.08	517.88
EE BASICLIFE			0.55	4.95
EE BASICAD&D			0.22	1.98
EE LIFE 3X	10.79	107.90	7.19	71.90
EE AD&D 3X	1.69	16.90		
DEPOSITS:				
DD-NET	1389.98	17502.37		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	36.96	3.70		40.66	40.66	
SICK	27.68	2.77		30.45	30.45	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,785.57	22,044.71
Gross Pay	1,883.02	23,116.66
Deductions	493.04	5,614.29
Net Pay	1,389.98	17,502.37

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PAYROLL ACCOUNT

Advice Date	Advice Number
12/27/2024	1049378

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,725.82

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	10/04/2024	09/27/2024	BI-WEEKLY	1039809

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	9085.57
OT	35.31	10.00	353.07	706.14
HOLIDA				329.53

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	30.71	139.91	30.71	139.91
MEDICAL	111.38	445.52	362.58	1450.32
DENTAL	6.50	26.00	12.09	48.36
WCOMP		2.00		2.30
PERA MFR5	97.45	487.25		
PERA MFR5 PU			292.34	1461.70
PERA MFR5 ER			440.63	2203.15
FEDERAL TAX	166.18	717.97		
STATE TAX	74.51	326.42		
RHC ENHANCED	23.54	117.70	47.08	235.40
EE BASICLIFE			0.55	2.20
EE BASICAD&D			0.22	0.88
DEPOSITS:				
DD-NET	1725.82	7858.47		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	14.78	3.70		18.48	18.48	
SICK	11.07	2.77		13.84	13.84	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,020.76	9,162.47
Gross Pay	2,236.09	10,121.24
Deductions	510.27	2,262.77
Net Pay	1,725.82	7,858.47

CITY OF SANTA FE, NEW MEXICO
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SANTA FE, NM 87504-0909
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PAYROLL ACCOUNT

Advice Date	Advice Number
10/04/2024	1039809

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,639.33

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	10/18/2024	10/11/2024	BI-WEEKLY	1041173

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	10968.59
OT	35.31	7.00	247.15	953.29
HOLIDA				329.53

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	29.18	169.09	29.18	169.09
MEDICAL	111.38	556.90	362.58	1812.90
DENTAL	6.50	32.50	12.09	60.45
WCOMP		2.00		2.30
PERA MFR5	97.45	584.70		
PERA MFR5 PU			292.34	1754.04
PERA MFR5 ER			440.63	2643.78
FEDERAL TAX	153.47	871.44		
STATE TAX	69.32	395.74		
RHC ENHANCED	23.54	141.24	47.08	282.48
EE BASICLIFE			0.55	2.75
EE BASICAD&D			0.22	1.10
DEPOSITS:				
DD-NET	1639.33	9497.80		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	18.48	3.70		22.18	22.18	
SICK	13.84	2.77		16.61	16.61	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,914.84	11,077.31
Gross Pay	2,130.17	12,251.41
Deductions	490.84	2,753.61
Net Pay	1,639.33	9,497.80

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date: 10/18/2024
Advice Number: 1041173

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,437.53

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	11/01/2024	10/25/2024	BI-WEEKLY	1042546

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	70.00	1647.64	12616.23
OT				953.29
HOLIDA	23.54	10.00	235.38	564.91

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	25.59	194.68	25.59	194.68
MEDICAL	111.38	668.28	362.58	2175.48
DENTAL	6.50	39.00	12.09	72.54
WCOMP		2.00		2.30
PERA MFR5	97.45	682.15		
PERA MFR5 PU			292.34	2046.38
PERA MFR5 ER			440.63	3084.41
FEDERAL TAX	123.82	995.26		
STATE TAX	57.21	452.95		
RHC ENHANCED	23.54	164.78	47.08	329.56
EE BASICLIFE			0.55	3.30
EE BASICAD&D			0.22	1.32
DEPOSITS:				
DD-NET	1437.53	10935.33		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	22.18	3.70		25.87	25.87	
SICK	16.61	2.77		19.38	19.38	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,667.69	12,745.00
Gross Pay	1,883.02	14,134.43
Deductions	445.49	3,199.10
Net Pay	1,437.53	10,935.33

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
11/01/2024	1042546

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,437.53

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	11/15/2024	11/08/2024	BI-WEEKLY	1043908

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	70.00	1647.64	14263.87
OT				953.29
SWL	23.54	10.00	235.38	235.38
HOLIDA				564.91

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	25.59	220.27	25.59	220.27
MEDICAL	111.38	779.66	362.58	2538.06
DENTAL	6.50	45.50	12.09	84.63
WCOMP		2.00		2.30
PERA MFR5	97.45	779.60		
PERA MFR5 PU			292.34	2338.72
PERA MFR5 ER			440.63	3525.04
FEDERAL TAX	123.82	1119.08		
STATE TAX	57.21	510.16		
RHC ENHANCED	23.54	188.32	47.08	376.64
EE BASICLIFE			0.55	3.85
EE BASICAD&D			0.22	1.54
DEPOSITS:				
DD-NET	1437.53	12372.86		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	25.87	3.70		29.57	29.57	
SICK	19.38	2.77		22.14	22.14	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,667.69	14,412.69
Gross Pay	1,883.02	16,017.45
Deductions	445.49	3,644.59
Net Pay	1,437.53	12,372.86

CITY OF SANTA FE, NEW MEXICO
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Advice Date	Advice Number
11/15/2024	1043908

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,437.53

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	11/29/2024	11/22/2024	BI-WEEKLY	1045272

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	70.00	1647.64	15911.51
OT				953.29
SWL				235.38
HOLIDA	23.54	10.00	235.38	800.29

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	25.59	245.86	25.59	245.86
MEDICAL	111.38	891.04	362.58	2900.64
DENTAL	6.50	52.00	12.09	96.72
WCOMP		2.00		2.30
PERA MFR5	97.45	877.05		
PERA MFR5 PU			292.34	2631.06
PERA MFR5 ER			440.63	3965.67
FEDERAL TAX	123.82	1242.90		
STATE TAX	57.21	567.37		
RHC ENHANCED	23.54	211.86	47.08	423.72
DEPOSITS:				
DD-NET	1437.53	13810.39		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	29.57	3.70		33.26	33.26	
SICK	22.14	2.77		24.91	24.91	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,667.69	16,080.38
Gross Pay	1,883.02	17,900.47
Deductions	445.49	4,090.08
Net Pay	1,437.53	13,810.39

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
11/29/2024	1045272

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,449.94

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	12/13/2024	12/06/2024	BI-WEEKLY	1046634

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	60.00	1412.26	17323.77
OT	35.31	0.50	17.65	970.94
SWL				235.38
HOLIDA	23.54	20.00	470.75	1271.04

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	25.85	271.71	25.85	271.71
MEDICAL	111.38	1002.42	362.58	3263.22
DENTAL	6.50	58.50	12.09	108.81
WCOMP	2.00	4.00	2.30	4.60
PERA MFR5	97.45	974.50		
PERA MFR5 PU			292.34	2923.40
PERA MFR5 ER			440.62	4406.29
FEDERAL TAX	125.93	1368.83		
STATE TAX	58.07	625.44		
RHC ENHANCED	23.54	235.40	47.08	470.80
EE BASICLIFE			0.55	4.40
EE BASICAD&D			0.22	1.76
DEPOSITS:				
DD-NET	1449.94	15260.33		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	33.26	3.70		36.96	36.96	
SICK	24.91	2.77		27.68	27.68	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,685.33	17,765.71
Gross Pay	1,900.66	19,801.13
Deductions	450.72	4,540.80
Net Pay	1,449.94	15,260.33

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
12/13/2024	1046634

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,610.49

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	12/27/2024	12/20/2024	BI-WEEKLY	1049267

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	23.54	80.00	1883.02	19206.79
OT	35.31	6.00	211.84	1182.78
SWL				235.38
HOLIDA				1271.04
RTNINC				1000.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.67	314.88	28.67	314.88
MEDICAL	111.38	1113.80	362.58	3625.80
DENTAL	6.50	65.00	12.09	120.90
WCOMP		4.00		4.60
PERA MFR5	97.45	1071.95		
PERA MFR5 PU			292.34	3215.74
PERA MFR5 ER			440.63	4846.92
FEDERAL TAX	149.24	1561.92		
STATE TAX	67.59	717.52		
RHC ENHANCED	23.54	258.94	47.08	517.88
EE BASICLIFE			0.55	4.95
EE BASICAD&D			0.22	1.98
DEPOSITS:				
DD-NET	1610.49	17787.98		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	36.96	3.70		40.66	40.66	
SICK	27.68	2.77		30.45	30.45	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,879.53	20,645.24
Gross Pay	2,094.86	22,895.99
Deductions	484.37	5,108.01
Net Pay	1,610.49	17,787.98

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
12/27/2024	1049267

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,719.75

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	10/04/2024	09/27/2024	BI-WEEKLY	1039850

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	9249.79
OT				57.36
OT FIR				833.03
OTSTRT				182.08
OT 1.5	27.31	22.00	600.87	764.74
WHOL				655.50
WHOLS				72.83
HOLIDA				437.00
IMPDOM			401.45	1605.80
TAXGYM			14.54	29.08

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	40.97	194.31	40.97	194.31
MEDICAL	111.38	445.52	753.25	3013.00
DENTAL	6.50	26.00	22.88	91.52
VISION	3.69	14.76		
WCOMP		2.00		2.30
PERA MFR5	130.98	540.88		
PERA MFR5 PU			392.93	1622.61
PERA MFR5 ER			592.24	2445.65
FEDERAL TAX	275.89	1308.55		
STATE TAX	88.13	412.74		
MEDICAL PTAX	120.00	480.00		
DENTAL PTAX	5.82	23.28		
VISION PTAX	3.70	14.80		
RHC ENHANCED	24.13	121.09	48.25	242.16
EE BASICLIFE			0.55	2.20
DP BASICLIFE			0.35	1.40
EE BASICAD&D			0.22	0.88
DEPOSITS:				
DD-NET	1719.75	8668.40		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	19.05	6.12		25.16	17.77	
SICK	14.83	4.88		19.70	14.17	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,680.44	12,832.12
Gross Pay	2,946.93	13,887.21
Deductions	811.19	3,583.93
Net Pay	1,719.75	8,668.40

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PAYROLL ACCOUNT

Advice Date: 10/04/2024
Advice Number: 1039850

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,829.94

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	10/18/2024	10/11/2024	BI-WEEKLY	1041214

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	10997.78
OT				57.36
OT FIR	27.31	26.00	710.12	1543.15
OTSTRT	18.21	10.00	182.08	364.16
OT 1.5				764.74
WHOL				655.50
WHOLS				72.83
HOLIDA				437.00
IMPDOM			401.45	2007.25
TAXGYM			14.54	43.62

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	42.55	236.86	42.55	236.86
MEDICAL	111.38	556.90	753.25	3766.25
DENTAL	6.50	32.50	22.88	114.40
VISION	3.69	18.45		
WCOMP		2.00		2.30
PERA MFR5	90.46	631.34		
PERA MFR5 PU			271.38	1893.99
PERA MFR5 ER			409.03	2854.68
FEDERAL TAX	308.83	1617.38		
STATE TAX	95.47	508.21		
MEDICAL PTAX	120.00	600.00		
DENTAL PTAX	5.82	29.10		
VISION PTAX	3.70	18.50		
RHC ENHANCED	21.85	142.94	43.70	285.86
EE BASICLIFE			0.55	2.75
DP BASICLIFE			0.35	1.75
EE BASICAD&D			0.22	1.10
DEPOSITS:				
DD-NET	1829.94	10498.34		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	25.16	5.54		30.70	23.31	
SICK	19.70	4.42		24.12	18.58	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,830.19	15,662.31
Gross Pay	3,056.18	16,943.39
Deductions	810.25	4,394.18
Net Pay	1,829.94	10,498.34

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PAYROLL ACCOUNT

Advice Date: 10/18/2024
Advice Number: 1041214

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,892.84

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	11/01/2024	10/25/2024	BI-WEEKLY	1042587

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	82.00	1493.07	12490.85
OT				57.36
OT FIR				1543.15
OTSTRT				364.16
OT 1.5	27.31	6.00	163.87	928.61
WHOL	27.31	24.00	655.50	1311.00
WHOLS				72.83
HOLIDA	18.21	24.00	437.00	874.00
IMPDOM			401.45	2408.70
TAXGYM			14.54	58.16

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	44.14	281.00	44.14	281.00
MEDICAL	111.38	668.28	753.25	4519.50
DENTAL	6.50	39.00	22.88	137.28
VISION	3.69	22.14		
WCOMP		2.00		2.30
PERA MFR5	108.36	739.70		
PERA MFR5 PU			325.08	2219.07
PERA MFR5 ER			489.98	3344.66
FEDERAL TAX	328.93	1946.31		
STATE TAX	99.95	608.16		
MEDICAL PTAX	120.00	720.00		
DENTAL PTAX	5.82	34.92		
VISION PTAX	3.70	22.20		
RHC ENHANCED	24.13	167.07	48.25	334.11
EE BASICLIFE			0.55	3.30
DP BASICLIFE			0.35	2.10
EE BASICAD&D			0.22	1.32
DEPOSITS:				
DD-NET	1892.84	12391.18		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	30.70	6.12		36.82	29.43	
SICK	24.12	4.88		29.00	23.46	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,921.52	18,583.83
Gross Pay	3,165.43	20,108.82
Deductions	856.60	5,250.78
Net Pay	1,892.84	12,391.18

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Advice Date	Advice Number
11/01/2024	1042587

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,719.75

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	11/15/2024	11/08/2024	BI-WEEKLY	1043949

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	14420.92
OT				57.36
OT FIR				1543.15
OTSTRT				364.16
OT 1.5	27.31	22.00	600.87	1529.48
WHOL				1311.00
WHOLS				72.83
HOLIDA				874.00
IMPDOM			401.45	2810.15
TAXGYM			14.54	72.70

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	40.97	321.97	40.97	321.97
MEDICAL	111.38	779.66	753.25	5272.75
DENTAL	6.50	45.50	22.88	160.16
VISION	3.69	25.83		
WCOMP		2.00		2.30
PERA MFR5	130.98	870.68		
PERA MFR5 PU			392.93	2612.00
PERA MFR5 ER			592.24	3936.90
FEDERAL TAX	275.89	2222.20		
STATE TAX	88.13	696.29		
MEDICAL PTAX	120.00	840.00		
DENTAL PTAX	5.82	40.74		
VISION PTAX	3.70	25.90		
RHC ENHANCED	24.13	191.20	48.25	382.36
EE BASICLIFE			0.55	3.85
DP BASICLIFE			0.35	2.45
EE BASICAD&D			0.22	1.54
DEPOSITS:				
DD-NET	1719.75	14110.93		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	36.82	6.12		42.94	35.54	
SICK	29.00	4.88		33.87	28.34	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,680.44	21,264.27
Gross Pay	2,946.93	23,055.75
Deductions	811.19	6,061.97
Net Pay	1,719.75	14,110.93

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Advice Date: 11/15/2024
Advice Number: 1043949

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,503.76

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	11/29/2024	11/22/2024	BI-WEEKLY	1045313

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	16168.91
OT				57.36
OT FIR				1543.15
OTSTRT				364.16
OT 1.5				1529.48
WHOL				1311.00
WHOLS	18.21	24.00	437.00	509.83
HOLIDA				874.00
IMPDOM			401.45	3211.60
TAXGYM			14.54	87.24

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	35.95	357.92	35.95	357.92
MEDICAL	111.38	891.04	753.25	6026.00
DENTAL	6.50	52.00	22.88	183.04
VISION	3.69	29.52		
WCOMP		2.00		2.30
PERA MFR5	90.46	961.14		
PERA MFR5 PU			271.38	2883.38
PERA MFR5 ER			409.03	4345.93
FEDERAL TAX	208.71	2430.91		
STATE TAX	73.17	769.46		
MEDICAL PTAX	120.00	960.00		
DENTAL PTAX	5.82	46.56		
VISION PTAX	3.70	29.60		
RHC ENHANCED	21.85	213.05	43.70	426.06
DEPOSITS:				
DD-NET	1503.76	15614.69		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	42.94	5.54		48.47	41.08	
SICK	33.87	4.42		38.29	32.75	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,375.09	23,639.36
Gross Pay	2,600.98	25,656.73
Deductions	681.23	6,743.20
Net Pay	1,503.76	15,614.69

CITY OF SANTA FE, NEW MEXICO
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Advice Date	Advice Number
11/29/2024	1045313

BRANDY MICHELLE ANNETTE
HUERTA

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,047.41

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	12/13/2024	12/06/2024	BI-WEEKLY	1046675

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	18098.98
OT				57.36
OT FIR				1543.15
OTSTRT				364.16
OT 1.5	27.31	6.00	163.87	1693.35
WHOL				1311.00
WHOLS	18.21	48.00	873.99	1383.82
HOLIDA				874.00
IMPDOM			401.45	3613.05
TAXGYM			14.54	101.78

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	47.30	405.22	47.30	405.22
MEDICAL	111.38	1002.42	753.25	6779.25
DENTAL	6.50	58.50	22.88	205.92
VISION	3.69	33.21		
WCOMP	2.00	4.00	2.30	4.60
PERA MFR5	108.36	1069.50		
PERA MFR5 PU			325.08	3208.46
PERA MFR5 ER			489.98	4835.91
FEDERAL TAX	376.99	2807.90		
STATE TAX	110.65	880.11		
MEDICAL PTAX	120.00	1080.00		
DENTAL PTAX	5.82	52.38		
VISION PTAX	3.70	33.30		
RHC ENHANCED	24.13	237.18	48.25	474.31
EE BASICLIFE			0.55	4.40
DP BASICLIFE			0.35	2.80
EE BASICAD&D			0.22	1.76
DEPOSITS:				
DD-NET	2047.41	17662.10		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	48.47	6.12		54.59	47.20	
SICK	38.29	4.88		43.16	37.63	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	3,139.98	26,779.34
Gross Pay	3,383.92	29,040.65
Deductions	920.52	7,663.72
Net Pay	2,047.41	17,662.10

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Advice Date	Advice Number
12/13/2024	1046675

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,736.82

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	12/27/2024	12/20/2024	BI-WEEKLY	1049308

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	99.50	1811.72	19910.70
OT				57.36
OT FIR	27.31	3.00	81.94	1625.09
OTSTRT				364.16
OT 1.5	27.31	15.50	423.34	2116.69
OTSTP	18.21	6.50	118.35	118.35
WHOL				1311.00
WHOLS				1383.82
SICKU	18.21	6.50	118.35	118.35
HOLIDA				874.00
RTNINC				1000.00
IMPDOM			401.45	4014.50
TAXGYM			14.54	116.32

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	41.30	461.02	41.30	461.02
MEDICAL	111.38	1113.80	753.25	7532.50
DENTAL	6.50	65.00	22.88	228.80
VISION	3.69	36.90		
WCOMP		4.00		4.60
PERA MFR5	127.91	1197.41		
PERA MFR5 PU			383.74	3592.20
PERA MFR5 ER			578.39	5414.30
FEDERAL TAX	281.57	3133.32		
STATE TAX	89.40	978.93		
MEDICAL PTAX	120.00	1200.00		
DENTAL PTAX	5.82	58.20		
VISION PTAX	3.70	37.00		
RHC ENHANCED	25.61	262.79	51.21	525.52
EE BASICLIFE			0.55	4.95
DP BASICLIFE			0.35	3.15
EE BASICAD&D			0.22	1.98
DEPOSITS:				
DD-NET	1736.82	20331.15		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	54.59	6.49		61.08	53.69	
SICK	43.16	5.18	6.50	41.84	42.80	6.50
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,706.27	30,485.61
Gross Pay	2,969.69	33,010.34
Deductions	816.88	8,548.37
Net Pay	1,736.82	20,331.15

CITY OF SANTA FE, NEW MEXICO
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Advice Date	Advice Number
12/27/2024	1049308

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,166.88

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	10/04/2024	09/27/2024	BI-WEEKLY	1039913

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	9613.96
OT				57.36
OT FIR				833.03
OT 1.5				764.74
WHOL				109.25
WHOLS				437.00
HOLIDA				72.83

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	21.71	157.82	21.71	157.82
MEDICAL	231.38	925.52	753.25	3013.00
DENTAL	12.32	49.28	22.88	91.52
VISION	7.39	29.56		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	250.00		
PERA MFR5	90.46	540.88		
PERA MFR5 PU			271.38	1622.61
PERA MFR5 ER			409.03	2445.65
FEDERAL TAX	86.47	870.89		
STATE TAX	41.96	372.01		
RHC ENHANCED	21.85	121.09	43.70	242.16
EE BASICLIFE			0.55	2.20
DP BASICLIFE			0.35	1.40
EE BASICAD&D			0.22	0.88
SPOUSE LIFE	3.18	12.72		
EE LIFE 3X	11.67	46.68	7.78	31.12
FAM AD&D 3X	2.72	10.88		
DEPOSITS:				
DD-NET	1166.88	8498.84		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	19.62	5.54		25.16	17.77	
SICK	15.29	4.42		19.70	14.17	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,356.44	10,092.93
Gross Pay	1,747.99	11,888.17
Deductions	581.11	3,389.33
Net Pay	1,166.88	8,498.84

CITY OF SANTA FE, NEW MEXICO
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Advice Date: 10/04/2024
Advice Number: 1039913

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,522.83

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	10/18/2024	10/11/2024	BI-WEEKLY	1041277

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	97.50	1775.30	11389.26
OT				57.36
OT FIR	27.31	52.50	1433.90	2266.93
OTSTRT	18.21	2.50	45.52	45.52
OT 1.5				764.74
OTSTP	18.21	6.00	109.25	109.25
WHOL				109.25
WHOLS				437.00
ANNU	18.21	8.50	154.77	154.77
HOLIDA				72.83

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	47.38	205.20	47.38	205.20
MEDICAL	231.38	1156.90	753.25	3766.25
DENTAL	12.32	61.60	22.88	114.40
VISION	7.39	36.95		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	300.00		
PERA MFR5	105.53	646.41		
PERA MFR5 PU			316.60	1939.21
PERA MFR5 ER			477.20	2922.85
FEDERAL TAX	370.86	1241.75		
STATE TAX	127.99	500.00		
RHC ENHANCED	25.49	146.58	50.98	293.14
EE BASICLIFE			0.55	2.75
DP BASICLIFE			0.35	1.75
EE BASICAD&D			0.22	1.10
SPOUSE LIFE	3.18	15.90		
EE LIFE 3X	11.67	58.35	7.78	38.90
FAM AD&D 3X	2.72	13.60		
DEPOSITS:				
DD-NET	2522.83	11021.67		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	25.16	6.46	8.50	23.13	24.23	8.50
SICK	19.70	5.15		24.86	19.32	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	3,112.12	13,205.05
Gross Pay	3,518.74	15,406.91
Deductions	995.91	4,385.24
Net Pay	2,522.83	11,021.67

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
10/18/2024	1041277

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,110.95

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	11/01/2024	10/25/2024	BI-WEEKLY	1042650

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	13319.33
OT				57.36
OT FIR				2266.93
OTSTRT				45.52
OT 1.5	27.31	22.00	600.87	1365.61
OTSTP				109.25
WHOL				109.25
WHOLS	18.21	24.00	437.00	874.00
ANNU				154.77
HOLIDA				72.83

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	39.39	244.59	39.39	244.59
MEDICAL	231.38	1388.28	753.25	4519.50
DENTAL	12.32	73.92	22.88	137.28
VISION	7.39	44.34		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	350.00		
PERA MFR5	130.98	777.39		
PERA MFR5 PU			392.93	2332.14
PERA MFR5 ER			592.24	3515.09
FEDERAL TAX	244.08	1485.83		
STATE TAX	99.75	599.75		
RHC ENHANCED	24.13	170.71	48.25	341.39
EE BASICLIFE			0.55	3.30
DP BASICLIFE			0.35	2.10
EE BASICAD&D			0.22	1.32
SPOUSE LIFE	3.18	19.08		
EE LIFE 3X	11.67	70.02	7.78	46.68
FAM AD&D 3X	2.72	16.32		
DEPOSITS:				
DD-NET	2110.95	13132.62		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	23.13	6.12		29.24	30.35	8.50
SICK	24.86	4.88		29.73	24.20	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,535.87	15,740.92
Gross Pay	2,967.94	18,374.85
Deductions	856.99	5,242.23
Net Pay	2,110.95	13,132.62

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date 11/01/2024
Advice Number 1042650

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,166.88

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	11/15/2024	11/08/2024	BI-WEEKLY	1044012

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	15067.32
OT				57.36
OT FIR				2266.93
OTSTRT				45.52
OT 1.5				1365.61
OTSTP				109.25
WHOL				109.25
WHOLS				874.00
ANNU				154.77
HOLIDA				72.83

Deductions	Current	YTD	Empr	Empr YTD
MEDICARE	21.71	266.30	21.71	266.30
MEDICAL	231.38	1619.66	753.25	5272.75
DENTAL	12.32	86.24	22.88	160.16
VISION	7.39	51.73		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	400.00		
PERA MFR5	90.46	867.85		
PERA MFR5 PU			271.38	2603.52
PERA MFR5 ER			409.03	3924.12
FEDERAL TAX	86.47	1572.30		
STATE TAX	41.96	641.71		
RHC ENHANCED	21.85	192.56	43.70	385.09
EE BASICLIFE			0.55	3.85
DP BASICLIFE			0.35	2.45
EE BASICAD&D			0.22	1.54
SPOUSE LIFE	3.18	22.26		
EE LIFE 3X	11.67	81.69	7.78	54.46
FAM AD&D 3X	2.72	19.04		
DEPOSITS:				
DD-NET	1166.88	14299.50		

[redacted]

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	29.24	5.54		34.78	35.89	8.50
SICK	29.73	4.42		34.15	28.61	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,356.44	17,097.36
Gross Pay	1,747.99	20,122.84
Deductions	581.11	5,823.34
Net Pay	1,166.88	14,299.50

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
11/15/2024	1044012

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,127.48

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	11/29/2024	11/22/2024	BI-WEEKLY	1045376

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	82.00	1493.07	16560.39
OT				57.36
OT FIR	27.31	8.00	218.50	2485.43
OTSTRT				45.52
OT 1.5	27.31	6.00	163.87	1529.48
OTSTP				109.25
WHOL	27.31	24.00	655.50	764.75
WHOLS				874.00
ANNU				154.77
HOLIDA	18.21	24.00	437.00	509.83

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	39.39	305.69	39.39	305.69
MEDICAL	231.38	1851.04	753.25	6026.00
DENTAL	12.32	98.56	22.88	183.04
VISION	7.39	59.12		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	450.00		
PERA MFR5	108.36	976.21		
PERA MFR5 PU			325.08	2928.60
PERA MFR5 ER			489.98	4414.10
FEDERAL TAX	249.06	1821.36		
STATE TAX	100.86	742.57		
RHC ENHANCED	24.13	216.69	48.25	433.34
SPOUSE LIFE	3.18	25.44		
EE LIFE 3X	11.67	93.36	7.78	62.24
FAM AD&D 3X	2.72	21.76		
DEPOSITS:				
DD-NET	2127.48	16426.98		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	34.78	6.12		40.90	42.01	8.50
SICK	34.15	4.88		39.02	33.49	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,558.49	19,655.85
Gross Pay	2,967.94	23,090.78
Deductions	840.46	6,663.80
Net Pay	2,127.48	16,426.98

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date 11/29/2024
Advice Number 1045376

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,722.11

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	12/13/2024	12/06/2024	BI-WEEKLY	1046738

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	66.00	1201.74	17762.13
OT				57.36
OT FIR	27.31	2.00	54.62	2540.05
OTSTRT				45.52
OT 1.5	27.31	22.00	600.87	2130.35
OTSTP				109.25
WHOL	27.31	40.00	1092.49	1857.24
WHOLS	18.21	8.00	145.67	1019.67
ANNU				154.77
HOLIDA	18.21	40.00	728.33	1238.16

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	51.80	357.49	51.80	357.49
MEDICAL	231.38	2082.42	753.25	6779.25
DENTAL	12.32	110.88	22.88	205.92
VISION	7.39	66.51		
WCOMP	2.00	4.00	2.30	4.60
DEFERREDCOMP	50.00	500.00		
PERA MFR5	130.98	1107.19		
PERA MFR5 PU			392.93	3321.53
PERA MFR5 ER			592.24	5006.34
FEDERAL TAX	432.36	2253.72		
STATE TAX	141.68	884.25		
RHC ENHANCED	24.13	240.82	48.25	481.59
EE BASICLIFE			0.55	4.40
DP BASICLIFE			0.35	2.80
EE BASICAD&D			0.22	1.76
SPOUSE LIFE	3.18	28.62		
EE LIFE 3X	11.67	105.03	7.78	70.02
FAM AD&D 3X	2.72	24.48		
DEPOSITS:				
DD-NET	2722.11	19149.09		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	40.90	6.12		47.01	48.12	8.50
SICK	39.02	4.88		43.90	38.36	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	3,391.65	23,047.50
Gross Pay	3,823.72	26,914.50
Deductions	1,101.61	7,765.41
Net Pay	2,722.11	19,149.09

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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PAYROLL ACCOUNT

Advice Date	Advice Number
12/13/2024	1046738

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,300.69

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	12/27/2024	12/20/2024	BI-WEEKLY	1049368

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	85.00	1547.70	19309.83
OT				57.36
OT FIR				2540.05
OTSTRT	18.21	9.00	163.87	209.39
OT 1.5				2130.35
OTSTP				109.25
WHOL				1857.24
WHOLS				1019.67
SICKU	18.21	11.00	200.29	200.29
ANNU				154.77
HOLIDA				1238.16
RTNINC				1000.00

Deductions	Current	YTD	Empl	Empr YTD
MEDICARE	24.08	396.07	24.08	396.07
MEDICAL	231.38	2313.80	753.25	7532.50
DENTAL	12.32	123.20	22.88	228.80
VISION	7.39	73.90		
WCOMP		4.00		4.60
DEFERREDCOMP	50.00	550.00		
PERA MFR5	90.46	1197.65		
PERA MFR5 PU			271.38	3592.91
PERA MFR5 ER			409.03	5415.37
FEDERAL TAX	106.13	2403.70		
STATE TAX	49.99	958.73		
RHC ENHANCED	21.85	262.67	43.70	525.29
EE BASICLIFE			0.55	4.95
DP BASICLIFE			0.35	3.15
EE BASICAD&D			0.22	1.98
SPOUSE LIFE	3.18	31.80		
EE LIFE 3X	11.67	116.70	7.78	77.80
FAM AD&D 3X	2.72	27.20		
DEPOSITS:				
DD-NET	1300.69	21366.94		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	47.01	5.54		52.55	53.66	8.50
SICK	43.90	4.42	11.00	37.32	42.78	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,520.31	25,567.81
Gross Pay	1,911.86	29,826.36
Deductions	611.17	8,459.42
Net Pay	1,300.69	21,366.94

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
12/27/2024	1049368

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Santa Fe

APPROPRIATION NUMBER:	ALLOCATION AMOUNT:	REVERSION DATE:
24-ZI5036-50	**$ 393,750.00**	**June 30, 2025**

ALLOCATION PURPOSE

Three Hundred and ninety three thousand seven hundred and fifty dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to $225,000 the first year, 50% up to $112,500 the second year, and 25% up to $56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

_____ _____

Local Fire Department Agency Date

_____ _____

Authorized Local Governing Body Authority Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-50 in the amount of $225,000.

_____ _____

Jeannette Gallegos Date
Interim Director, Local Government Division

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A
https://forms.office.com/g/4Gzf2tDgPb

Allocation Recipient:	City of Santa Fe Fire Department
Appropriation Number:	24-ZI5036-50
Quarter Number:	3

Name	Date of Hire	Title of Position	Salary Paid ($) during quarter	Benefits Paid ($) during quarter
Brandy Huerta	7/20/2025	Firefighter	9,759.60	10,071.34
Alejandro Sanchez	7/20/2025	Firefighter	10,997.76	10,143.54
Jesse Davis	7/20/2025	Firefighter	9,684.07	7,280.13
Ezekiel Tapia	7/20/2025	Firefighter	9,818.58	7,339.33
Total Amount of Appropriation Funds Expended:			**Total: $** 40,260.01	**Total: $** 34,834.34

Add extra lines as applicable.

Narrative:
(Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

The recruitment process is underway for the next academy. Advertising is posted on the City website. Outreach is posted on our social media sites and large street facing signage in front of our fire stations. QR codes on outreach posts direct potential applicants to additional information and the job posting on the city website.

Quarter 3

Org (All)

Salaries January-March 2025

Sum of Amount				Check Date						
First Name	Last Name	Obj	Pay Description	01/10/2025	01/24/2025	02/07/2025	02/21/2025	03/07/2025	03/21/2025	Grand Total
ALEJANDRO	SANCHEZ	500110	BASE FLSA NON-EXEMPT	1,930.07	1,930.07	1,529.49	1,930.07	1,930.07	1,747.99	10,997.76
BRANDY	HUERTA	500110	BASE FLSA NON-EXEMPT	1,165.32	1,930.07	1,056.08	1,747.99	1,930.07	1,930.07	9,759.60
EZEKIEL	TAPIA	500110	BASE FLSA NON-EXEMPT	1,076.01	1,782.14	1,782.14	1,614.01	1,782.14	1,782.14	9,818.58
JESSE	DAVIS	500110	BASE FLSA NON-EXEMPT	1,513.14	1,614.01	1,378.63	1,782.14	1,614.01	1,782.14	9,684.07
Grand Total				5,684.54	7,256.29	5,746.34	7,074.21	7,256.29	7,242.34	40,260.01

Org (All)

Benefits January-March 2025

Sum of Employer Amount				Check Date						
First Name	Last Name	Obj	Deduction Description	01/10/2025	01/24/2025	02/07/2025	02/21/2025	03/07/2025	03/21/2025	Grand Total
ALEJANDRO	SANCHEZ	503100	MEDICARE	40.45	33.06	28.04	33.06	33.06	21.71	189.38
		503150	PERA FIRE MFR5 ER	489.98	592.24	409.03	489.98	592.24	409.03	2,982.50
			PERA FIRE MFR5 PICKUP	325.08	392.93	271.38	325.08	392.93	271.38	1,978.78
		503200	DEPENDENT BASIC LIFE	0.35	0.35	0.35	0.35	0.35	0.35	2.10
			EE SUPPLEMENTAL LIFE 3X	7.78	7.78	7.78	7.78	7.78	7.78	46.68
			EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22	0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55	0.55	0.55	3.30
			MEDICAL	753.25	753.25	753.25	753.25	753.25	753.25	4,519.50
		503250	RETIREE HEALTH CARE ENHANCED	48.25	48.25	43.70	48.25	48.25	43.70	280.40
		503350	WORKERS COMP					2.30		2.30
		503400	DENTAL	22.88	22.88	22.88	22.88	22.88	22.88	137.28
ALEJANDRO Total				1,688.79	1,851.51	1,537.18	1,681.40	1,853.81	1,550.85	10,143.54
BRANDY	HUERTA	503100	MEDICARE	47.57	34.63	44.40	29.61	34.63	40.97	231.81
		503150	PERA FIRE MFR5 ER	409.03	489.98	545.37	409.03	489.98	592.24	2,935.63
			PERA FIRE MFR5 PICKUP	271.38	325.08	361.83	271.38	325.08	392.93	1,947.68
		503200	DEPENDENT BASIC LIFE	0.35	0.35	0.35	0.35	0.35	0.35	2.10
			EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22	0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55	0.55	0.55	3.30
			MEDICAL	753.25	753.25	753.25	753.25	753.25	753.25	4,519.50
		503250	RETIREE HEALTH CARE ENHANCED	43.70	48.25	58.27	43.70	48.25	48.25	290.42
		503350	WORKERS COMP					2.30		2.30
		503400	DENTAL	22.88	22.88	22.88	22.88	22.88	22.88	137.28
BRANDY Total				1,548.93	1,675.19	1,787.12	1,530.97	1,677.49	1,851.64	10,071.34
EZEKIEL	TAPIA	503100	MEDICARE	39.98	28.04	39.74	23.40	28.04	42.11	201.31
		503150	PERA FIRE MFR5 ER	377.68	452.43	546.85	377.68	452.43	546.85	2,753.92
			PERA FIRE MFR5 PICKUP	250.58	300.17	362.81	250.58	300.17	362.81	1,827.12
		503200	EE SUPPLEMENTAL LIFE 3X	7.19	7.19	7.19	7.19	7.19	7.19	43.14
			EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22	0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55	0.55	0.55	3.30
			MEDICAL POST TAX	362.58	362.58	362.58	362.58	362.58	362.58	2,175.48
		503250	RETIREE HEALTH CARE ENHANCED	40.35	44.55	44.55	40.35	44.55	44.55	258.90
		503350	WORKERS COMP					2.30		2.30
		503400	DENTAL POST TAX	12.09	12.09	12.09	12.09	12.09	12.09	72.54
EZEKIEL Total				1,091.22	1,207.82	1,376.58	1,074.64	1,210.12	1,378.95	7,339.33
JESSE	DAVIS	503100	MEDICARE	47.17	21.69	36.20	32.18	21.69	26.33	185.26
		503150	PERA FIRE MFR5 ER	546.85	377.68	452.42	546.85	377.68	452.43	2,753.91
			PERA FIRE MFR5 PICKUP	362.81	250.58	300.17	362.81	250.58	300.17	1,827.12
		503200	EMPLOYEE BASIC AD&D	0.22	0.22	0.22	0.22	0.22	0.22	1.32
			EMPLOYEE BASIC LIFE	0.55	0.55	0.55	0.55	0.55	0.55	3.30
			MEDICAL	362.58	362.58	362.58	362.58	362.58	362.58	2,175.48
		503250	RETIREE HEALTH CARE ENHANCED	44.55	40.35	44.55	44.55	40.35	44.55	258.90
		503350	WORKERS COMP					2.30		2.30
		503400	DENTAL	12.09	12.09	12.09	12.09	12.09	12.09	72.54
JESSE Total				1,376.82	1,065.74	1,208.78	1,361.83	1,068.04	1,198.92	7,280.13
Grand Total				5,705.76	5,800.26	5,909.66	5,648.84	5,809.46	5,960.36	34,834.34

Total	75,094.35

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,107.71

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	01/10/2025	01/03/2025	BI-WEEKLY	1050769

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	64.00	1076.01	1076.01
OTSTRT	16.81	4.00	67.25	67.25
WHOL	25.22	32.00	807.00	807.00
WHOLS	16.81	16.00	269.00	269.00
HOLIDA	16.81	32.00	538.00	538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	39.98	39.98	39.98	39.98
PERA MFR5	83.53	83.53		
PERA MFR5 PU			250.58	250.58
PERA MFR5 ER			377.68	377.68
FEDERAL TAX	265.68	265.68		
STATE TAX	96.38	96.38		
MEDICAL PTAX	111.38	111.38	362.58	362.58
DENTAL PTAX	6.50	6.50	12.09	12.09
VISION PTAX	3.69	3.69		
LEGAL	9.75	9.75		
RHC ENHANCED	20.18	20.18	40.35	40.35
EE BASICLIFE			0.55	0.55
EE BASICAD&D			0.22	0.22
EE LIFE 3X	10.79	10.79	7.19	7.19
EE AD&D 3X	1.69	1.69		
DEPOSITS:				
DD-NET	2107.71	2107.71		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		91.93	45.73	46.20	0.46	
SICK		34.86		34.86	4.42	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,673.73	2,673.73
Gross Pay	2,757.26	2,757.26
Deductions	649.55	649.55
Net Pay	2,107.71	2,107.71

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date: 01/10/2025
Advice Number: 1050769

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,440.79

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	01/24/2025	01/17/2025	BI-WEEKLY	1052144

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	2858.15
OTSTRT				67.25
OT 1.5	25.22	6.00	151.31	151.31
WHOL				807.00
WHOLS				269.00
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.04	68.02	28.04	68.02
PERA MFR5	100.06	183.59		
PERA MFR5 PU			300.17	550.75
PERA MFR5 ER			452.43	830.11
FEDERAL TAX	141.60	407.28		
STATE TAX	56.88	153.26		
MEDICAL PTAX	111.38	222.76	362.58	725.16
DENTAL PTAX	6.50	13.00	12.09	24.18
VISION PTAX	3.69	7.38		
LEGAL	9.75	19.50		
RHC ENHANCED	22.28	42.46	44.55	84.90
EE BASICLIFE			0.55	1.10
EE BASICAD&D			0.22	0.44
EE LIFE 3X	10.79	21.58	7.19	14.38
EE AD&D 3X	1.69	3.38		
DEPOSITS:				
DD-NET	1440.79	3548.50		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	46.20	6.12		52.31	6.58	
SICK	34.86	4.88		39.74	9.29	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,833.39	4,507.12
Gross Pay	1,933.45	4,690.71
Deductions	492.66	1,142.21
Net Pay	1,440.79	3,548.50

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Advice Date	Advice Number
01/24/2025	1052144

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,066.11

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	02/07/2025	01/31/2025	BI-WEEKLY	1053507

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	6254.30
OTSTRT				67.25
OT 1.5	25.22	22.00	554.82	706.13
WHOL				807.00
WHOLS	16.81	24.00	403.50	672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	39.74	131.16	39.74	131.16
PERA MFR5	120.94	388.06		
PERA MFR5 PU			362.81	1164.14
PERA MFR5 ER			546.85	1754.64
FEDERAL TAX	253.76	766.29		
STATE TAX	93.83	289.92		
MEDICAL PTAX	111.38	445.52	362.58	1450.32
DENTAL PTAX	6.50	26.00	12.09	48.36
VISION PTAX	3.69	14.76		
LEGAL	9.75	39.00		
RHC ENHANCED	22.26	84.92	44.55	169.80
EE BASICLIFE			0.55	2.20
EE BASICAD&D			0.22	0.88
EE LIFE 3X	10.79	43.16	7.19	28.76
EE AD&D 3X	1.69	6.76		
DEPOSITS:				
DD-NET	2066.11	6809.63		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	52.31	6.12		58.43	12.69	
SICK	39.74	4.88		44.62	14.17	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,619.52	7,126.64
Gross Pay	2,740.46	9,045.18
Deductions	674.35	2,235.55
Net Pay	2,066.11	6,809.63

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Advice Date	Advice Number
02/07/2025	1053507

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,195.02

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	02/21/2025	02/14/2025	BI-WEEKLY	1054884

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	6254.30
OTSTRT				67.25
OT 1.5				706.13
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	23.40	131.16	23.40	131.16
PERA MFR5	83.53	388.06		
PERA MFR5 PU			250.58	1164.14
PERA MFR5 ER			377.68	1754.64
FEDERAL TAX	105.25	766.29		
STATE TAX	42.83	289.92		
MEDICAL PTAX	111.38	445.52	362.58	1450.32
DENTAL PTAX	6.50	26.00	12.09	48.36
VISION PTAX	3.69	14.76		
LEGAL	9.75	39.00		
RHC ENHANCED	20.18	84.92	40.35	169.80
EE BASICLIFE			0.55	2.20
EE BASICAD&D			0.22	0.88
EE LIFE 3X	10.79	43.16	7.19	28.76
EE AD&D 3X	1.69	6.76		
DEPOSITS:				
DD-NET	1195.02	6809.63		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	58.43	5.54		63.97	18.23	
SICK	44.62	4.42		49.03	18.58	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,530.48	8,657.12
Gross Pay	1,614.01	9,045.18
Deductions	418.99	2,235.55
Net Pay	1,195.02	6,809.63

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Advice Date	Advice Number
02/21/2025	1054884

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,438.79

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	03/07/2025	02/28/2025	BI-WEEKLY	1056256

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	8036.44
OTSTRT				67.25
OT 1.5	25.22	6.00	151.31	857.44
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.04	159.20	28.04	159.20
WCOMP	2.00	2.00	2.30	2.30
PERA MFR5	100.06	488.12		
PERA MFR5 PU			300.17	1464.31
PERA MFR5 ER			452.43	2207.07
FEDERAL TAX	141.60	907.89		
STATE TAX	56.88	346.80		
MEDICAL PTAX	111.38	556.90	362.58	1812.90
DENTAL PTAX	6.50	32.50	12.09	60.45
VISION PTAX	3.69	18.45		
LEGAL	9.75	48.75		
RHC ENHANCED	22.28	107.20	44.55	214.35
EE BASICLIFE			0.55	2.75
EE BASICAD&D			0.22	1.10
EE LIFE 3X	10.79	53.95	7.19	35.95
EE AD&D 3X	1.69	8.45		
DEPOSITS:				
DD-NET	1438.79	8248.42		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	63.97	6.12		70.08	24.35	
SICK	49.03	4.88		53.91	23.46	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,833.39	10,490.51
Gross Pay	1,933.45	10,978.63
Deductions	494.66	2,730.21
Net Pay	1,438.79	8,248.42

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Advice Date: 03/07/2025
Advice Number: 1056256

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,183.91

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	03/21/2025	03/14/2025	BI-WEEKLY	1057636

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	9818.58
OT FIR	25.22	22.50	567.43	567.43
OTSTRT				67.25
OT 1.5	25.22	22.00	554.82	1412.26
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	42.11	201.31	42.11	201.31
WCOMP		2.00		2.30
PERA MFR5	120.94	609.06		
PERA MFR5 PU			362.81	1827.12
PERA MFR5 ER			546.85	2753.92
FEDERAL TAX	289.82	1197.71		
STATE TAX	101.53	448.33		
MEDICAL PTAX	111.38	668.28	362.58	2175.48
DENTAL PTAX	6.50	39.00	12.09	72.54
VISION PTAX	3.69	22.14		
LEGAL	9.75	58.50		
RHC ENHANCED	22.28	129.48	44.55	258.90
EE BASICLIFE			0.55	3.30
EE BASICAD&D			0.22	1.32
EE LIFE 3X	10.79	64.74	7.19	43.14
EE AD&D 3X	1.69	10.14		
DEPOSITS:				
DD-NET	2183.91	10432.33		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	70.08	6.12		76.20	30.47	
SICK	53.91	4.88		58.78	28.34	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,783.45	13,273.96
Gross Pay	2,904.39	13,883.02
Deductions	720.48	3,450.69
Net Pay	2,183.91	10,432.33

CITY OF SANTA FE, NEW MEXICO
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Advice Date: 03/21/2025
Advice Number: 1057636

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,577.64

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	01/10/2025	01/03/2025	BI-WEEKLY	1050659

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	90.00	1513.14	1513.14
OT FIR	25.22	1.00	25.22	25.22
OTSTRT	16.81	4.00	67.25	67.25
OT 1.5	25.22	22.00	554.82	554.82
WHOL	25.22	16.00	403.50	403.50
WHOLS	16.81	32.00	538.00	538.00
HOLIDA	16.81	16.00	269.00	269.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	47.17	47.17	47.17	47.17
MEDICAL	111.38	111.38	362.58	362.58
DENTAL	6.50	6.50	12.09	12.09
PERA MFR5	120.94	120.94		
PERA MFR5 PU			362.81	362.81
PERA MFR5 ER			546.85	546.85
FEDERAL TAX	366.53	366.53		
STATE TAX	118.49	118.49		
RHC ENHANCED	22.28	22.28	44.55	44.55
EE BASICLIFE			0.55	0.55
EE BASICAD&D			0.22	0.22
DEPOSITS:				
DD-NET	2577.64	2577.64		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL		91.58	44.81	46.77	1.96	
SICK		35.32		35.32	4.88	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	3,132.11	3,132.11
Gross Pay	3,370.93	3,370.93
Deductions	793.29	793.29
Net Pay	2,577.64	2,577.64

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Advice Date	Advice Number
01/10/2025	1050659

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,241.86

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	01/24/2025	01/17/2025	BI-WEEKLY	1052033

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	3127.15
OT FIR				25.22
OTSTRT				67.25
OT 1.5				554.82
WHOL				403.50
WHOLS				538.00
HOLIDA				269.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	21.69	68.86	21.69	68.86
MEDICAL	111.38	222.76	362.58	725.16
DENTAL	6.50	13.00	12.09	24.18
PERA MFR5	83.53	204.47		
PERA MFR5 PU			250.58	613.39
PERA MFR5 ER			377.68	924.53
FEDERAL TAX	91.11	457.64		
STATE TAX	37.76	156.25		
RHC ENHANCED	20.18	42.46	40.35	84.90
EE BASICLIFE			0.55	1.10
EE BASICAD&D			0.22	0.44
DEPOSITS:				
DD-NET	1241.86	3819.50		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	46.77	5.54		52.31	7.50	
SICK	35.32	4.42		39.74	9.29	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,412.60	4,544.71
Gross Pay	1,614.01	4,984.94
Deductions	372.15	1,165.44
Net Pay	1,241.86	3,819.50

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Advice Date	Advice Number
01/24/2025	1052033

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,045.42

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	02/07/2025	01/31/2025	BI-WEEKLY	1053396

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	82.00	1378.63	6287.92
OT FIR	25.22	3.00	75.66	100.88
OTSTRT				67.25
OT 1.5	25.22	6.00	151.31	1260.95
WHOL	25.22	24.00	605.25	1008.75
WHOLS				538.00
HOLIDA	16.81	24.00	403.50	672.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	36.20	137.24	36.20	137.24
MEDICAL	111.38	445.52	362.58	1450.32
DENTAL	6.50	26.00	12.09	48.36
PERA MFR5	100.06	425.47		
PERA MFR5 PU			300.17	1276.37
PERA MFR5 ER			452.42	1923.80
FEDERAL TAX	209.17	840.18		
STATE TAX	83.34	308.91		
RHC ENHANCED	22.28	87.02	44.55	174.00
EE BASICLIFE			0.55	2.20
EE BASICAD&D			0.22	0.88
DEPOSITS:				
DD-NET	2045.42	7665.91		

[redacted]

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	52.31	6.12		58.43	13.62	
SICK	39.74	4.88		44.62	14.17	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,396.41	6,941.12
Gross Pay	2,614.35	9,936.25
Deductions	568.93	2,270.34
Net Pay	2,045.42	7,665.91

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Advice Date	Advice Number
02/07/2025	1053396

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,800.99

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	02/21/2025	02/14/2025	BI-WEEKLY	1054773

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	6287.92
OT FIR				100.88
OTSTRT				67.25
OT 1.5	25.22	22.00	554.82	1260.95
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	32.18	137.24	32.18	137.24
MEDICAL	111.38	445.52	362.58	1450.32
DENTAL	6.50	26.00	12.09	48.36
PERA MFR5	120.94	425.47		
PERA MFR5 PU			362.81	1276.37
PERA MFR5 ER			546.85	1923.80
FEDERAL TAX	173.37	840.18		
STATE TAX	69.32	308.91		
RHC ENHANCED	22.28	87.02	44.55	174.00
EE BASICLIFE			0.55	2.20
EE BASICAD&D			0.22	0.88
DEPOSITS:				
DD-NET	1800.99	7665.91		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	58.43	6.12		64.54	19.73	
SICK	44.62	4.88		49.49	19.04	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,098.14	9,039.26
Gross Pay	2,336.96	9,936.25
Deductions	535.97	2,270.34
Net Pay	1,800.99	7,665.91

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
02/21/2025	1054773

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,239.86

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	03/07/2025	02/28/2025	BI-WEEKLY	1056145

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	7901.93
OT FIR				100.88
OTSTRT				67.25
OT 1.5				1260.95
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	21.69	158.93	21.69	158.93
MEDICAL	111.38	556.90	362.58	1812.90
DENTAL	6.50	32.50	12.09	60.45
WCOMP	2.00	2.00	2.30	2.30
PERA MFR5	83.53	509.00		
PERA MFR5 PU			250.58	1526.95
PERA MFR5 ER			377.68	2301.48
FEDERAL TAX	91.11	931.29		
STATE TAX	37.76	346.67		
RHC ENHANCED	20.18	107.20	40.35	214.35
EE BASICLIFE			0.55	2.75
EE BASICAD&D			0.22	1.10
DEPOSITS:				
DD-NET	1239.86	8905.77		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	64.54	5.54		70.08	25.27	
SICK	49.49	4.42		53.91	23.46	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,412.60	10,451.86
Gross Pay	1,614.01	11,550.26
Deductions	374.15	2,644.49
Net Pay	1,239.86	8,905.77

CITY OF SANTA FE, NEW MEXICO
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Advice Date 03/07/2025
Advice Number 1056145

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,488.10

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	03/21/2025	03/14/2025	BI-WEEKLY	1057525

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	9684.07
OT FIR				100.88
OTSTRT				67.25
OT 1.5	25.22	6.00	151.31	1412.26
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50
CTE		24.00		

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	26.33	185.26	26.33	185.26
MEDICAL	111.38	668.28	362.58	2175.48
DENTAL	6.50	39.00	12.09	72.54
WCOMP		2.00		2.30
PERA MFR5	100.06	609.06		
PERA MFR5 PU			300.17	1827.12
PERA MFR5 ER			452.43	2753.91
FEDERAL TAX	127.46	1058.75		
STATE TAX	51.34	398.01		
RHC ENHANCED	22.28	129.48	44.55	258.90
EE BASICLIFE			0.55	3.30
EE BASICAD&D			0.22	1.32
DEPOSITS:				
DD-NET	1488.10	10393.87		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	70.08	6.12		76.20	31.39	
SICK	53.91	4.88		58.78	28.34	
COMP		24.00		24.00	24.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,715.51	12,167.37
Gross Pay	1,933.45	13,483.71
Deductions	445.35	3,089.84
Net Pay	1,488.10	10,393.87

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PAYROLL ACCOUNT

Advice Date	Advice Number
03/21/2025	1057525

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,100.32

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	01/10/2025	01/03/2025	BI-WEEKLY	1050700

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	64.00	1165.32	1165.32
OTSTRT	18.21	4.00	72.83	72.83
WHOL	27.31	32.00	874.00	874.00
WHOLS	18.21	16.00	291.33	291.33
HOLIDA	18.21	32.00	582.67	582.67
IMPDOM			401.45	401.45
TAXGYM			14.54	14.54

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	47.57	47.57	47.57	47.57
MEDICAL	111.38	111.38	753.25	753.25
DENTAL	6.50	6.50	22.88	22.88
VISION	3.69	3.69		
PERA MFR5	90.46	90.46		
PERA MFR5 PU			271.38	271.38
PERA MFR5 ER			409.03	409.03
FEDERAL TAX	376.20	376.20		
STATE TAX	98.66	98.66		
MEDICAL PTAX	120.00	120.00		
DENTAL PTAX	5.82	5.82		
VISION PTAX	3.70	3.70		
RHC ENHANCED	21.85	21.85	43.70	43.70
EE BASICLIFE			0.55	0.55
DP BASICLIFE			0.35	0.35
EE BASICAD&D			0.22	0.22
DEPOSITS:				
DD-NET	2100.32	2100.32		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	61.08	71.70	66.16	66.62	0.46	
SICK	41.84	4.42		46.26	47.22	6.50
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	3,176.10	3,176.10
Gross Pay	3,402.14	3,402.14
Deductions	885.83	885.83
Net Pay	2,100.32	2,100.32

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PAYROLL ACCOUNT

Advice Date	Advice Number
01/10/2025	1050700

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,425.36

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	01/24/2025	01/17/2025	BI-WEEKLY	1052074

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	3095.39
OTSTRT				72.83
OT 1.5	27.31	6.00	163.87	163.87
WHOL				874.00
WHOLS				291.33
HOLIDA				582.67
IMPDOM			401.45	802.90
TAXGYM			14.54	29.08

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	34.63	82.20	34.63	82.20
MEDICAL	111.38	222.76	753.25	1506.50
DENTAL	6.50	13.00	22.88	45.76
VISION	3.69	7.38		
PERA MFR5	108.36	198.82		
PERA MFR5 PU			325.08	596.46
PERA MFR5 ER			489.98	899.01
FEDERAL TAX	193.54	569.74		
STATE TAX	56.83	155.49		
MEDICAL PTAX	120.00	240.00		
DENTAL PTAX	5.82	11.64		
VISION PTAX	3.70	7.40		
RHC ENHANCED	24.13	45.98	48.25	91.95
EE BASICLIFE			0.55	1.10
DP BASICLIFE			0.35	0.70
EE BASICAD&D			0.22	0.44
DEPOSITS:				
DD-NET	1425.36	3525.68		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	66.62	6.12		72.74	6.58	
SICK	46.26	4.88		51.13	52.10	6.50
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,266.17	5,442.27
Gross Pay	2,509.93	5,912.07
Deductions	668.58	1,554.41
Net Pay	1,425.36	3,525.68

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Advice Date 01/24/2025
Advice Number 1052074

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,913.94

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	02/07/2025	01/31/2025	BI-WEEKLY	1053437

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	58.00	1056.08	5899.46
OTSTRT				72.83
OT 1.5				163.87
OTSTP	18.21	22.00	400.58	400.58
WHOL				874.00
WHOLS	18.21	24.00	437.00	728.33
SICKU	18.21	24.00	437.00	437.00
ANNU	18.21	24.00	437.00	437.00
HOLIDA				582.67
IMPDOM			401.45	1605.80
TAXGYM			14.54	58.16

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	44.40	156.21	44.40	156.21
MEDICAL	111.38	445.52	753.25	3013.00
DENTAL	6.50	26.00	22.88	91.52
VISION	3.69	14.76		
PERA MFR5	120.61	409.89		
PERA MFR5 PU			361.83	1229.67
PERA MFR5 ER			545.37	1853.41
FEDERAL TAX	321.51	1045.43		
STATE TAX	86.98	285.20		
MEDICAL PTAX	120.00	480.00		
DENTAL PTAX	5.82	23.28		
VISION PTAX	3.70	14.80		
RHC ENHANCED	29.13	96.96	58.27	193.92
EE BASICLIFE			0.55	2.20
DP BASICLIFE			0.35	1.40
EE BASICAD&D			0.22	0.88
DEPOSITS:				
DD-NET	1913.94	6597.69		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	72.74	7.39	24.00	56.12	13.96	24.00
SICK	51.13	5.89	24.00	33.02	57.98	30.50
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,927.49	8,369.76
Gross Pay	3,183.65	11,259.70
Deductions	853.72	2,998.05
Net Pay	1,913.94	6,597.69

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
02/07/2025	1053437

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,158.07

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	02/21/2025	02/14/2025	BI-WEEKLY	1054813

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	5899.46
OTSTRT				72.83
OT 1.5				163.87
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU				437.00
ANNU				437.00
HOLIDA				582.67
CTE		8.00		
IMPDOM			401.45	1605.80
TAXGYM			14.54	58.16

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	29.61	156.21	29.61	156.21
MEDICAL	111.38	445.52	753.25	3013.00
DENTAL	6.50	26.00	22.88	91.52
VISION	3.69	14.76		
PERA MFR5	90.46	409.89		
PERA MFR5 PU			271.38	1229.67
PERA MFR5 ER			409.03	1853.41
FEDERAL TAX	154.18	1045.43		
STATE TAX	42.73	285.20		
MEDICAL PTAX	120.00	480.00		
DENTAL PTAX	5.82	23.28		
VISION PTAX	3.70	14.80		
RHC ENHANCED	21.85	96.96	43.70	193.92
EE BASICLIFE			0.55	2.20
DP BASICLIFE			0.35	1.40
EE BASICAD&D			0.22	0.88
DEPOSITS:				
DD-NET	1158.07	6597.69		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	56.12	5.54		61.66	19.50	24.00
SICK	33.02	4.42		37.44	62.40	30.50
COMP		8.00		8.00	8.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,938.22	10,307.98
Gross Pay	2,163.98	11,259.70
Deductions	589.92	2,998.05
Net Pay	1,158.07	6,597.69

CITY OF SANTA FE, NEW MEXICO
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Advice Date: 02/21/2025
Advice Number: 1054813

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,423.36

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	03/07/2025	02/28/2025	BI-WEEKLY	1056185

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	7829.53
OTSTRT				72.83
OT 1.5	27.31	6.00	163.87	327.74
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU				437.00
ANNU				437.00
HOLIDA				582.67
IMPDOM			401.45	2007.25
TAXGYM			14.54	72.70

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	34.63	190.84	34.63	190.84
MEDICAL	111.38	556.90	753.25	3766.25
DENTAL	6.50	32.50	22.88	114.40
VISION	3.69	18.45		
WCOMP	2.00	2.00	2.30	2.30
PERA MFR5	108.36	518.25		
PERA MFR5 PU			325.08	1554.75
PERA MFR5 ER			489.98	2343.39
FEDERAL TAX	193.54	1238.97		
STATE TAX	56.83	342.03		
MEDICAL PTAX	120.00	600.00		
DENTAL PTAX	5.82	29.10		
VISION PTAX	3.70	18.50		
RHC ENHANCED	24.13	121.09	48.25	242.17
EE BASICLIFE			0.55	2.75
DP BASICLIFE			0.35	1.75
EE BASICAD&D			0.22	1.10
DEPOSITS:				
DD-NET	1423.36	8021.05		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	61.66	6.12		67.78	25.62	24.00
SICK	37.44	4.88		42.31	67.28	30.50
COMP	8.00			8.00	8.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,266.17	12,574.15
Gross Pay	2,509.93	13,769.63
Deductions	670.58	3,668.63
Net Pay	1,423.36	8,021.05

CITY OF SANTA FE, NEW MEXICO
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Advice Date: 03/07/2025
Advice Number: 1056185

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,741.24

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	03/21/2025	03/14/2025	BI-WEEKLY	1057565

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	9759.60
OTSTRT				72.83
OT 1.5	27.31	22.00	600.87	928.61
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU				437.00
ANNU				437.00
HOLIDA				582.67
IMPDOM			401.45	2408.70
TAXGYM			14.54	87.24

Deductions	Current	YTD	Empr	Empr YTD
MEDICARE	40.97	231.81	40.97	231.81
MEDICAL	111.38	668.28	753.25	4519.50
DENTAL	6.50	39.00	22.88	137.28
VISION	3.69	22.14		
WCOMP		2.00		2.30
PERA MFR5	130.98	649.23		
PERA MFR5 PU			392.93	1947.68
PERA MFR5 ER			592.24	2935.63
FEDERAL TAX	267.16	1506.13		
STATE TAX	75.37	417.40		
MEDICAL PTAX	120.00	720.00		
DENTAL PTAX	5.82	34.92		
VISION PTAX	3.70	22.20		
RHC ENHANCED	24.13	145.22	48.25	290.42
EE BASICLIFE			0.55	3.30
DP BASICLIFE			0.35	2.10
EE BASICAD&D			0.22	1.32
DEPOSITS:				
DD-NET	1741.24	9762.29		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	67.78	6.12		73.89	31.74	24.00
SICK	42.31	4.88		47.19	72.15	30.50
COMP	8.00			8.00	8.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,680.44	15,254.59
Gross Pay	2,946.93	16,716.56
Deductions	789.70	4,458.33
Net Pay	1,741.24	9,762.29

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Advice Date	Advice Number
03/21/2025	1057565

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,198.44

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	01/10/2025	01/03/2025	BI-WEEKLY	1050759

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	1930.07
OTSTRT	18.21	4.00	72.83	72.83
OT 1.5	27.31	6.00	163.87	163.87
WHOLS	18.21	48.00	874.00	874.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	40.45	40.45	40.45	40.45
MEDICAL	231.38	231.38	753.25	753.25
DENTAL	12.32	12.32	22.88	22.88
VISION	7.39	7.39		
DEFERREDCOMP	50.00	50.00		
PERA MFR5	108.36	108.36		
PERA MFR5 PU			325.08	325.08
PERA MFR5 ER			489.98	489.98
FEDERAL TAX	256.35	256.35		
STATE TAX	94.38	94.38		
RHC ENHANCED	24.13	24.13	48.25	48.25
EE BASICLIFE			0.55	0.55
DP BASICLIFE			0.35	0.35
EE BASICAD&D			0.22	0.22
SPOUSE LIFE	3.18	3.18		
EE LIFE 3X	11.67	11.67	7.78	7.78
FAM AD&D 3X	2.72	2.72		
DEPOSITS:				
DD-NET	2198.44	2198.44		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	52.55	64.21	58.09	58.67	0.58	
SICK	37.32	4.88		42.19	47.66	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,631.32	2,631.32
Gross Pay	3,040.77	3,040.77
Deductions	842.33	842.33
Net Pay	2,198.44	2,198.44

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
01/10/2025	1050759

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,781.29

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	01/24/2025	01/17/2025	BI-WEEKLY	1052134

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	3860.14
OTSTRT				72.83
OT 1.5	27.31	22.00	600.87	764.74
WHOLS				874.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	33.06	73.51	33.06	73.51
MEDICAL	231.38	462.76	753.25	1506.50
DENTAL	12.32	24.64	22.88	45.76
VISION	7.39	14.78		
DEFERREDCOMP	50.00	100.00		
PERA MFR5	130.98	239.34		
PERA MFR5 PU			392.93	718.01
PERA MFR5 ER			592.24	1082.22
FEDERAL TAX	173.46	429.81		
STATE TAX	69.36	163.74		
RHC ENHANCED	24.13	48.26	48.25	96.50
EE BASICLIFE			0.55	1.10
DP BASICLIFE			0.35	0.70
EE BASICAD&D			0.22	0.44
SPOUSE LIFE	3.18	6.36		
EE LIFE 3X	11.67	23.34	7.78	15.56
FAM AD&D 3X	2.72	5.44		
DEPOSITS:				
DD-NET	1781.29	3979.73		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	58.67	6.12		64.79	6.69	
SICK	42.19	4.88		47.07	52.53	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,098.87	4,730.19
Gross Pay	2,530.94	5,571.71
Deductions	749.65	1,591.98
Net Pay	1,781.29	3,979.73

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date 01/24/2025
Advice Number 1052134

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,534.17

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	02/07/2025	01/31/2025	BI-WEEKLY	1053497

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	84.00	1529.49	7319.70
OT FIR				437.00
OTSTRT				72.83
OT 1.5				928.61
WHOLS	18.21	24.00	437.00	1311.00
ANNU	18.21	12.00	218.50	218.50

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	28.04	134.61	28.04	134.61
MEDICAL	231.38	925.52	753.25	3013.00
DENTAL	12.32	49.28	22.88	91.52
VISION	7.39	29.56		
DEFERREDCOMP	50.00	200.00		
PERA MFR5	90.46	438.16		
PERA MFR5 PU			271.38	1314.47
PERA MFR5 ER			409.03	1981.23
FEDERAL TAX	136.81	742.80		
STATE TAX	55.00	289.16		
RHC ENHANCED	21.85	94.24	43.70	188.45
EE BASICLIFE			0.55	2.20
DP BASICLIFE			0.35	1.40
EE BASICAD&D			0.22	0.88
SPOUSE LIFE	3.18	12.72		
EE LIFE 3X	11.67	46.68	7.78	31.12
FAM AD&D 3X	2.72	10.88		
DEPOSITS:				
DD-NET	1534.17	7314.03		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	64.79	5.54	12.00	58.32	12.23	12.00
SICK	47.07	4.42		51.48	56.95	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,793.44	6,523.63
Gross Pay	2,184.99	10,287.64
Deductions	650.82	2,973.61
Net Pay	1,534.17	7,314.03

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
02/07/2025	1053497

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,800.13

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	02/21/2025	02/14/2025	BI-WEEKLY	1054875

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	7319.70
OT FIR	27.31	16.00	437.00	437.00
OTSTRT				72.83
OT 1.5	27.31	6.00	163.87	928.61
WHOLS				1311.00
ANNU				218.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	33.06	134.61	33.06	134.61
MEDICAL	231.38	925.52	753.25	3013.00
DENTAL	12.32	49.28	22.88	91.52
VISION	7.39	29.56		
DEFERREDCOMP	50.00	200.00		
PERA MFR5	108.36	438.16		
PERA MFR5 PU			325.08	1314.47
PERA MFR5 ER			489.98	1981.23
FEDERAL TAX	176.18	742.80		
STATE TAX	70.42	289.16		
RHC ENHANCED	24.13	94.24	48.25	188.45
EE BASICLIFE			0.55	2.20
DP BASICLIFE			0.35	1.40
EE BASICAD&D			0.22	0.88
SPOUSE LIFE	3.18	12.72		
EE LIFE 3X	11.67	46.68	7.78	31.12
FAM AD&D 3X	2.72	10.88		
DEPOSITS:				
DD-NET	1800.13	7314.03		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	58.32	6.12		64.44	18.35	12.00
SICK	51.48	4.88		56.36	61.82	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,121.49	8,645.12
Gross Pay	2,530.94	10,287.64
Deductions	730.81	2,973.61
Net Pay	1,800.13	7,314.03

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
02/21/2025	1054875

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,779.29

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	03/07/2025	02/28/2025	BI-WEEKLY	1056247

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	9249.77
OT FIR				437.00
OTSTRT				72.83
OT 1.5	27.31	22.00	600.87	1529.48
WHOLS				1311.00
ANNU				218.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	33.06	167.67	33.06	167.67
MEDICAL	231.38	1156.90	753.25	3766.25
DENTAL	12.32	61.60	22.88	114.40
VISION	7.39	36.95		
WCOMP	2.00	2.00	2.30	2.30
DEFERREDCOMP	50.00	250.00		
PERA MFR5	130.98	569.14		
PERA MFR5 PU			392.93	1707.40
PERA MFR5 ER			592.24	2573.47
FEDERAL TAX	173.46	916.26		
STATE TAX	69.36	358.52		
RHC ENHANCED	24.13	118.37	48.25	236.70
EE BASICLIFE			0.55	2.75
DP BASICLIFE			0.35	1.75
EE BASICAD&D			0.22	1.10
SPOUSE LIFE	3.18	15.90		
EE LIFE 3X	11.67	58.35	7.78	38.90
FAM AD&D 3X	2.72	13.60		
DEPOSITS:				
DD-NET	1779.29	9093.32		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	64.44	6.12		70.56	24.46	12.00
SICK	56.36	4.88		61.24	66.70	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,098.87	10,743.99
Gross Pay	2,530.94	12,818.58
Deductions	751.65	3,725.26
Net Pay	1,779.29	9,093.32

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
03/07/2025	1056247

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,175.59

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	03/21/2025	03/14/2025	BI-WEEKLY	1057627

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	10997.76
OT FIR				437.00
OTSTRT				72.83
OT 1.5				1529.48
WHOLS				1311.00
ANNU				218.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	21.71	189.38	21.71	189.38
MEDICAL	231.38	1388.28	753.25	4519.50
DENTAL	12.32	73.92	22.88	137.28
VISION	7.39	44.34		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	300.00		
PERA MFR5	90.46	659.60		
PERA MFR5 PU			271.38	1978.78
PERA MFR5 ER			409.03	2982.50
FEDERAL TAX	84.37	1000.63		
STATE TAX	35.35	393.87		
RHC ENHANCED	21.85	140.22	43.70	280.40
EE BASICLIFE			0.55	3.30
DP BASICLIFE			0.35	2.10
EE BASICAD&D			0.22	1.32
SPOUSE LIFE	3.18	19.08		
EE LIFE 3X	11.67	70.02	7.78	46.68
FAM AD&D 3X	2.72	16.32		
DEPOSITS:				
DD-NET	1175.59	10268.91		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	70.56	5.54		76.10	30.00	12.00
SICK	61.24	4.42		65.65	71.12	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,356.44	12,100.43
Gross Pay	1,747.99	14,566.57
Deductions	572.40	4,297.66
Net Pay	1,175.59	10,268.91

CITY OF SANTA FE, NEW MEXICO
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SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
03/21/2025	1057627

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Santa Fe

APPROPRIATION NUMBER:	ALLOCATION AMOUNT:	REVERSION DATE:
24-ZI5036-50	**$ 393,750.00**	**June 30, 2025**

ALLOCATION PURPOSE

Three Hundred and ninety three thousand seven hundred and fifty dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to $225,000 the first year, 50% up to $112,500 the second year, and 25% up to $56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **City of Santa Fe**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

_____ _____

Local Fire Department Agency Date

_____ _____

Authorized Local Governing Body Authority Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-50 in the amount of $225,000.

_____ _____

Jeannette Gallegos Date
Interim Director, Local Government Division

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A
https://forms.office.com/g/4Gzf2tDgPb

Allocation Recipient:	City of Santa Fe Fire Department
Appropriation Number:	24-ZI5036-50
Quarter Number:	4

Name	Date of Hire	Title of Position	Salary Paid ($) during quarter	Benefits Paid ($) during quarter
Brandy Huerta	7/20/2025	Firefighter	2,829.90	
Alejandro Sanchez	7/20/2025	Firefighter	2,829.90	
Jesse Davis	7/20/2025	Firefighter	2,829.90	
Ezekiel Tapia	7/20/2025	Firefighter	2,829.90	
Total Amount of Appropriation Funds Expended:			**Total: $** 11,319.60	**Total: $**

Add extra lines as applicable.

Narrative:
(Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

Hiring process is underway for an academy starting in July.

Quarter 4

Org	(All)			Salaries	April-May					
Sum of Amount				Check Date						
First Name	Last Name	Obj	Pay Description	04/04/2025	04/18/2025	05/02/2025	05/16/2025	05/30/2025	Grand Total	
ALEJANDRO	SANCHEZ	500110	BASE FLSA NON-EXEMPT	1,930.07	1,930.07	1,747.99	1,056.08	1,930.07	8,594.28	2,829.90
BRANDY	HUERTA	500110	BASE FLSA NON-EXEMPT	1,747.99	1,930.07	1,930.07	1,119.80	1,638.74	8,366.67	2,829.90
EZEKIEL	TAPIA	500110	BASE FLSA NON-EXEMPT	1,614.01	1,782.14	1,782.14	1,614.01	1,782.14	8,574.44	2,829.90
JESSE	DAVIS	500110	BASE FLSA NON-EXEMPT	1,782.14	1,614.01	1,782.14	1,782.14	1,614.01	8,574.44	2,829.90
Grand Total				7,074.21	7,256.29	7,242.34	5,572.03	6,964.96	34,109.83	11,319.60

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,195.02

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	04/04/2025	03/28/2025	BI-WEEKLY	1059013

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	11432.59
OT FIR				567.43
OTSTRT				67.25
OT 1.5				1412.26
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	23.40	224.71	23.40	224.71
WCOMP		2.00		2.30
PERA MFR5	83.53	692.59		
PERA MFR5 PU			250.58	2077.70
PERA MFR5 ER			377.68	3131.60
FEDERAL TAX	105.25	1302.96		
STATE TAX	42.83	491.16		
MEDICAL PTAX	111.38	779.66	362.58	2538.06
DENTAL PTAX	6.50	45.50	12.09	84.63
VISION PTAX	3.69	25.83		
LEGAL	9.75	68.25		
RHC ENHANCED	20.18	149.66	40.35	299.25
EE BASICLIFE			0.55	3.85
EE BASICAD&D			0.22	1.54
EE LIFE 3X	10.79	75.53	7.19	50.33
EE AD&D 3X	1.69	11.83		
DEPOSITS:				
DD-NET	1195.02	11627.35		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	76.20	5.54		81.74	36.00	
SICK	58.78	4.42		63.20	32.75	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,530.48	14,804.44
Gross Pay	1,614.01	15,497.03
Deductions	418.99	3,869.68
Net Pay	1,195.02	11,627.35

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
04/04/2025	1059013

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,440.79

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	04/18/2025	04/11/2025	BI-WEEKLY	1060377

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	13214.73
OT FIR				567.43
OTSTRT				67.25
OT 1.5	25.22	6.00	151.31	1563.57
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.04	252.75	28.04	252.75
WCOMP		2.00		2.30
PERA MFR5	100.06	792.65		
PERA MFR5 PU			300.17	2377.87
PERA MFR5 ER			452.43	3584.03
FEDERAL TAX	141.60	1444.56		
STATE TAX	56.88	548.04		
MEDICAL PTAX	111.38	891.04	362.58	2900.64
DENTAL PTAX	6.50	52.00	12.09	96.72
VISION PTAX	3.69	29.52		
LEGAL	9.75	78.00		
RHC ENHANCED	22.28	171.94	44.55	343.80
EE BASICLIFE			0.55	4.40
EE BASICAD&D			0.22	1.76
EE LIFE 3X	10.79	86.32	7.19	57.52
EE AD&D 3X	1.69	13.52		
DEPOSITS:				
DD-NET	1440.79	13068.14		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	81.74	6.12		87.85	42.12	
SICK	63.20	4.88		68.08	37.63	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,833.39	16,637.83
Gross Pay	1,933.45	17,430.48
Deductions	492.66	4,362.34
Net Pay	1,440.79	13,068.14

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date	Advice Number
04/18/2025	1060377

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,808.71

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	05/02/2025	04/25/2025	BI-WEEKLY	1061765

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	14996.87
OT FIR				567.43
OTSTRT	16.81	4.00	67.25	134.50
OT 1.5	25.22	22.00	554.82	2118.39
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	34.86	287.61	34.86	287.61
WCOMP		2.00		2.30
PERA MFR5	120.94	913.59		
PERA MFR5 PU			362.81	2740.68
PERA MFR5 ER			546.85	4130.88
FEDERAL TAX	195.59	1640.15		
STATE TAX	78.03	626.07		
MEDICAL PTAX	111.38	1002.42	362.58	3263.22
DENTAL PTAX	6.50	58.50	12.09	108.81
VISION PTAX	3.69	33.21		
LEGAL	9.75	87.75		
RHC ENHANCED	22.28	194.22	44.55	388.35
EE BASICLIFE			0.55	4.95
EE BASICAD&D			0.22	1.98
EE LIFE 3X	10.79	97.11	7.19	64.71
EE AD&D 3X	1.69	15.21		
DEPOSITS:				
DD-NET	1808.71	14876.85		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	87.85	6.12		93.97	48.24	
SICK	68.08	4.88		72.95	42.50	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,283.27	18,921.10
Gross Pay	2,404.21	19,834.69
Deductions	595.50	4,957.84
Net Pay	1,808.71	14,876.85

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date 05/02/2025
Advice Number 1061765

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,195.02

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	05/16/2025	05/09/2025	BI-WEEKLY	1063151

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	16610.88
OT FIR				567.43
OTSTRT				134.50
OT 1.5				2118.39
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	23.40	311.01	23.40	311.01
WCOMP		2.00		2.30
PERA MFR5	83.53	997.12		
PERA MFR5 PU			250.58	2991.26
PERA MFR5 ER			377.68	4508.56
FEDERAL TAX	105.25	1745.40		
STATE TAX	42.83	668.90		
MEDICAL PTAX	111.38	1113.80	362.58	3625.80
DENTAL PTAX	6.50	65.00	12.09	120.90
VISION PTAX	3.69	36.90		
LEGAL	9.75	97.50		
RHC ENHANCED	20.18	214.40	40.35	428.70
EE BASICLIFE			0.55	5.50
EE BASICAD&D			0.22	2.20
EE LIFE 3X	10.79	107.90	7.19	71.90
EE AD&D 3X	1.69	16.90		
DEPOSITS:				
DD-NET	1195.02	16071.87		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	93.97	5.54		99.51	53.78	
SICK	72.95	4.42		77.37	46.92	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,530.48	20,451.58
Gross Pay	1,614.01	21,448.70
Deductions	418.99	5,376.83
Net Pay	1,195.02	16,071.87

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
05/16/2025	1063151

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,450.54

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110440	EZEKIEL TAPIA	1000021	05/30/2025	05/23/2025	BI-WEEKLY	1064540

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	18393.02
OT FIR				567.43
OTSTRT				134.50
OT 1.5	25.22	6.00	151.31	2269.70
WHOL				807.00
WHOLS				672.50
HOLIDA				538.00

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	28.04	339.05	28.04	339.05
WCOMP		2.00		2.30
PERA MFR5	100.06	1097.18		
PERA MFR5 PU			300.17	3291.43
PERA MFR5 ER			452.43	4960.99
FEDERAL TAX	141.60	1887.00		
STATE TAX	56.88	725.78		
MEDICAL PTAX	111.38	1225.18	362.58	3988.38
DENTAL PTAX	6.50	71.50	12.09	132.99
VISION PTAX	3.69	40.59		
LEGAL		97.50		
RHC ENHANCED	22.28	236.68	44.55	473.25
EE LIFE 3X	10.79	118.69	7.19	79.09
EE AD&D 3X	1.69	18.59		
DEPOSITS:				
DD-NET	1450.54	17522.41		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	99.51	6.12		105.63	59.89	
SICK	77.37	4.88		82.24	51.80	
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,833.39	22,284.97
Gross Pay	1,933.45	23,382.15
Deductions	482.91	5,859.74
Net Pay	1,450.54	17,522.41

CITY OF SANTA FE, NEW MEXICO
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PAYROLL ACCOUNT

Advice Date: 05/30/2025
Advice Number: 1064540

EZEKIEL MATTHIAS TAPIA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,460.20

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	04/04/2025	03/28/2025	BI-WEEKLY	1058902

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	11466.21
OT FIR	25.22	34.50	870.05	970.93
OTSTRT				67.25
OT 1.5	25.22	22.00	554.82	1967.08
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	44.79	230.05	44.79	230.05
MEDICAL	111.38	779.66	362.58	2538.06
DENTAL	6.50	45.50	12.09	84.63
WCOMP		2.00		2.30
PERA MFR5	120.94	730.00		
PERA MFR5 PU			362.81	2189.93
PERA MFR5 ER			546.85	3300.76
FEDERAL TAX	330.46	1389.21		
STATE TAX	110.46	508.47		
RHC ENHANCED	22.28	151.76	44.55	303.45
EE BASICLIFE			0.55	3.85
EE BASICAD&D			0.22	1.54
DEPOSITS:				
DD-NET	2460.20	12854.07		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	76.20	6.12		82.32	37.50	
SICK	58.78	4.88		63.66	33.21	
COMP	24.00			24.00	24.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,968.19	15,135.56
Gross Pay	3,207.01	16,690.72
Deductions	746.81	3,836.65
Net Pay	2,460.20	12,854.07

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Advice Date	Advice Number
04/04/2025	1058902

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,338.66

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	04/18/2025	04/11/2025	BI-WEEKLY	1060266

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	13080.22
OT FIR				970.93
OTSTRT	16.81	7.00	117.69	184.94
OT 1.5				1967.08
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50
CTE		3.00		
CTE		36.00		

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	23.40	253.45	23.40	253.45
MEDICAL	111.38	891.04	362.58	2900.64
DENTAL	6.50	52.00	12.09	96.72
WCOMP		2.00		2.30
PERA MFR5	83.53	813.53		
PERA MFR5 PU			250.58	2440.51
PERA MFR5 ER			377.68	3678.44
FEDERAL TAX	105.23	1494.44		
STATE TAX	42.82	551.29		
RHC ENHANCED	20.18	171.94	40.35	343.80
EE BASICLIFE			0.55	4.40
EE BASICAD&D			0.22	1.76
DEPOSITS:				
DD-NET	1338.66	14192.73		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	82.32	5.54		87.85	43.04	
SICK	63.66	4.42		68.08	37.63	
COMP	24.00	39.00		63.00	63.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,530.29	16,665.85
Gross Pay	1,731.70	18,422.42
Deductions	393.04	4,229.69
Net Pay	1,338.66	14,192.73

CITY OF SANTA FE, NEW MEXICO
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Advice Date: 04/18/2025
Advice Number: 1060266

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,873.41

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	05/02/2025	04/25/2025	BI-WEEKLY	1061655

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	14862.36
OT FIR	25.22	16.00	403.50	1374.43
OTSTRT	16.81	4.00	67.25	252.19
OT 1.5	25.22	6.00	151.31	2118.39
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50
CTE		12.00		

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	33.15	286.60	33.15	286.60
MEDICAL	111.38	1002.42	362.58	3263.22
DENTAL	6.50	58.50	12.09	108.81
WCOMP		2.00		2.30
PERA MFR5	100.06	913.59		
PERA MFR5 PU			300.17	2740.68
PERA MFR5 ER			452.43	4130.87
FEDERAL TAX	183.95	1678.39		
STATE TAX	73.47	624.76		
RHC ENHANCED	22.28	194.22	44.55	388.35
EE BASICLIFE			0.55	4.95
EE BASICAD&D			0.22	1.98
DEPOSITS:				
DD-NET	1873.41	16066.14		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	87.85	6.12		93.97	49.16	
SICK	68.08	4.88		72.95	42.50	
COMP	63.00	12.00		75.00	75.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,186.26	18,852.11
Gross Pay	2,404.20	20,826.62
Deductions	530.79	4,760.48
Net Pay	1,873.41	16,066.14

CITY OF SANTA FE, NEW MEXICO
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SANTA FE, NM 87504-0909
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PAYROLL ACCOUNT

Advice Date 05/02/2025
Advice Number 1061655

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,088.97

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	05/16/2025	05/09/2025	BI-WEEKLY	1063041

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	106.00	1782.14	16644.50
OT FIR	25.22	14.00	353.06	1727.49
OTSTRT				252.19
OT 1.5	25.22	22.00	554.82	2673.21
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	37.30	323.90	37.30	323.90
MEDICAL	111.38	1113.80	362.58	3625.80
DENTAL	6.50	65.00	12.09	120.90
WCOMP		2.00		2.30
PERA MFR5	120.94	1034.53		
PERA MFR5 PU			362.81	3103.49
PERA MFR5 ER			546.85	4677.72
FEDERAL TAX	216.73	1895.12		
STATE TAX	85.92	710.68		
RHC ENHANCED	22.28	216.50	44.55	432.90
EE BASICLIFE			0.55	5.50
EE BASICAD&D			0.22	2.20
DEPOSITS:				
DD-NET	2088.97	18155.11		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	93.97	6.12		100.09	55.28	
SICK	72.95	4.88		77.83	47.38	
COMP	75.00			75.00	75.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,451.20	21,303.31
Gross Pay	2,690.02	23,516.64
Deductions	601.05	5,361.53
Net Pay	2,088.97	18,155.11

CITY OF SANTA FE, NEW MEXICO
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(505) 955-6543
PAYROLL ACCOUNT

Advice Date 05/16/2025
Advice Number 1063041

JESSE ROBERT DAVIS
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,241.86

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110443	JESSE DAVIS	1000021	05/30/2025	05/23/2025	BI-WEEKLY	1064430

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	16.81	96.00	1614.01	18258.51
OT FIR				1727.49
OTSTRT				252.19
OT 1.5				2673.21
WHOL				1008.75
WHOLS				538.00
HOLIDA				672.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	21.69	345.59	21.69	345.59
MEDICAL	111.38	1225.18	362.58	3988.38
DENTAL	6.50	71.50	12.09	132.99
WCOMP		2.00		2.30
PERA MFR5	83.53	1118.06		
PERA MFR5 PU			250.58	3354.07
PERA MFR5 ER			377.68	5055.40
FEDERAL TAX	91.11	1986.23		
STATE TAX	37.76	748.44		
RHC ENHANCED	20.18	236.68	40.35	473.25
DEPOSITS:				
DD-NET	1241.86	19396.97		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	100.09	5.54		105.63	60.82	
SICK	77.83	4.42		82.24	51.80	
COMP	75.00			75.00	75.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,412.60	22,715.91
Gross Pay	1,614.01	25,130.65
Deductions	372.15	5,733.68
Net Pay	1,241.86	19,396.97

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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Advice Date	Advice Number
05/30/2025	1064430

JESSE ROBERT DAVIS

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,180.53

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	04/04/2025	03/28/2025	BI-WEEKLY	1058942

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	11507.59
OTSTRT	18.21	1.50	27.31	100.14
OT 1.5				928.61
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU				437.00
ANNU				437.00
HOLIDA				582.67
IMPDOM			401.45	2810.15
TAXGYM			14.54	101.78

Deductions	Current	YTD	Empl r	Empr YTD
MEDICARE	30.01	261.82	30.01	261.82
MEDICAL	111.38	779.66	753.25	5272.75
DENTAL	6.50	45.50	22.88	160.16
VISION	3.69	25.83		
WCOMP		2.00		2.30
PERA MFR5	90.46	739.69		
PERA MFR5 PU			271.38	2219.06
PERA MFR5 ER			409.03	3344.66
FEDERAL TAX	157.46	1663.59		
STATE TAX	43.90	461.30		
MEDICAL PTAX	120.00	840.00		
DENTAL PTAX	5.82	40.74		
VISION PTAX	3.70	25.90		
RHC ENHANCED	21.85	167.07	43.70	334.12
EE BASICLIFE			0.55	3.85
DP BASICLIFE			0.35	2.45
EE BASICAD&D			0.22	1.54
DEPOSITS:				
DD-NET	1180.53	10942.82		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	73.89	5.54		79.43	37.27	24.00
SICK	47.19	4.42		51.60	76.57	30.50
COMP	8.00			8.00	8.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,965.52	17,220.11
Gross Pay	2,191.29	18,907.85
Deductions	594.77	5,053.10
Net Pay	1,180.53	10,942.82

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Advice Date	Advice Number
04/04/2025	1058942

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,425.36

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	04/18/2025	04/11/2025	BI-WEEKLY	1060306

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	13437.66
OTSTRT				100.14
OT 1.5	27.31	6.00	163.87	1092.48
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU				437.00
ANNU				437.00
HOLIDA				582.67
CTE		2.25		
IMPDOM			401.45	3211.60
TAXGYM			14.54	116.32

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	34.63	296.45	34.63	296.45
MEDICAL	111.38	891.04	753.25	6026.00
DENTAL	6.50	52.00	22.88	183.04
VISION	3.69	29.52		
WCOMP		2.00		2.30
PERA MFR5	108.36	848.05		
PERA MFR5 PU			325.08	2544.14
PERA MFR5 ER			489.98	3834.64
FEDERAL TAX	193.54	1857.13		
STATE TAX	56.83	518.13		
MEDICAL PTAX	120.00	960.00		
DENTAL PTAX	5.82	46.56		
VISION PTAX	3.70	29.60		
RHC ENHANCED	24.13	191.20	48.25	382.37
EE BASICLIFE			0.55	4.40
DP BASICLIFE			0.35	2.80
EE BASICAD&D			0.22	1.76
DEPOSITS:				
DD-NET	1425.36	12368.18		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	79.43	6.12		85.55	43.39	24.00
SICK	51.60	4.88		56.48	81.44	30.50
COMP	8.00	2.25		10.25	10.25	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,266.17	19,486.28
Gross Pay	2,509.93	21,417.78
Deductions	668.58	5,721.68
Net Pay	1,425.36	12,368.18

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
04/18/2025	1060306

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,793.58

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	05/02/2025	04/25/2025	BI-WEEKLY	1061694

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	15367.73
OTSTRT	18.21	4.00	72.83	172.97
OT 1.5	27.31	22.00	600.87	1693.35
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU				437.00
ANNU				437.00
HOLIDA				582.67
IMPDOM			401.45	3613.05
TAXGYM			14.54	130.86

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	42.02	338.47	42.02	338.47
MEDICAL	111.38	1002.42	753.25	6779.25
DENTAL	6.50	58.50	22.88	205.92
VISION	3.69	33.21		
WCOMP		2.00		2.30
PERA MFR5	130.98	979.03		
PERA MFR5 PU			392.93	2937.07
PERA MFR5 ER			592.24	4426.88
FEDERAL TAX	283.18	2140.31		
STATE TAX	78.79	596.92		
MEDICAL PTAX	120.00	1080.00		
DENTAL PTAX	5.82	52.38		
VISION PTAX	3.70	33.30		
RHC ENHANCED	24.13	215.33	48.25	430.62
EE BASICLIFE			0.55	4.95
DP BASICLIFE			0.35	3.15
EE BASICAD&D			0.22	1.98
DEPOSITS:				
DD-NET	1793.58	14161.76		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	85.55	6.12		91.67	49.51	24.00
SICK	56.48	4.88		61.36	86.32	30.50
COMP	10.25			10.25	10.25	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,753.26	22,239.54
Gross Pay	3,019.76	24,437.54
Deductions	810.19	6,531.87
Net Pay	1,793.58	14,161.76

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date: 05/02/2025
Advice Number: 1061694

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,255.40

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	05/16/2025	05/09/2025	BI-WEEKLY	1063080

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	61.50	1119.80	16487.53
OTSTRT	18.21	6.50	118.35	291.32
OT 1.5				1693.35
OTSTP				400.58
WHOL				874.00
WHOLS				728.33
SICKU	18.21	34.50	628.18	1065.18
ANNU				437.00
HOLIDA				582.67
CTE		3.50		
CTE		60.00		
IMPDOM			401.45	4014.50
TAXGYM			14.54	145.40

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	31.33	369.80	31.33	369.80
MEDICAL	111.38	1113.80	753.25	7532.50
DENTAL	6.50	65.00	22.88	228.80
VISION	3.69	36.90		
WCOMP		2.00		2.30
PERA MFR5	90.46	1069.49		
PERA MFR5 PU			271.37	3208.44
PERA MFR5 ER			409.03	4835.91
FEDERAL TAX	168.38	2308.69		
STATE TAX	47.82	644.74		
MEDICAL PTAX	120.00	1200.00		
DENTAL PTAX	5.82	58.20		
VISION PTAX	3.70	37.00		
RHC ENHANCED	21.85	237.18	43.70	474.32
EE BASICLIFE			0.55	5.50
DP BASICLIFE			0.35	3.50
EE BASICAD&D			0.22	2.20
DEPOSITS:				
DD-NET	1255.40	15417.16		
[redacted]				

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	91.67	5.54		97.21	55.05	24.00
SICK	61.36	4.42	34.50	31.27	90.74	65.00
COMP	10.25	63.50		73.75	73.75	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,056.52	24,296.06
Gross Pay	2,282.32	26,719.86
Deductions	610.93	7,142.80
Net Pay	1,255.40	15,417.16

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
05/16/2025	1063080

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,381.45

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110444	BRANDY HUERTA	1000021	05/30/2025	05/23/2025	BI-WEEKLY	1064469

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	90.00	1638.74	18126.27
OTSTRT				291.32
OT 1.5				1693.35
OTSTP	18.21	6.00	109.25	509.83
WHOL				874.00
WHOLS				728.33
SICKU				1065.18
ANNU	18.21	16.00	291.33	728.33
HOLIDA				582.67
IMPDOM			401.45	4415.95
TAXGYM			14.54	159.94

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	33.84	403.64	33.84	403.64
MEDICAL	111.38	1225.18	753.25	8285.75
DENTAL	6.50	71.50	22.88	251.68
VISION	3.69	40.59		
WCOMP		2.00		2.30
PERA MFR5	105.53	1175.02		
PERA MFR5 PU			316.60	3525.04
PERA MFR5 ER			477.20	5313.11
FEDERAL TAX	187.32	2496.01		
STATE TAX	54.60	699.34		
MEDICAL PTAX	120.00	1320.00		
DENTAL PTAX	5.82	64.02		
VISION PTAX	3.70	40.70		
RHC ENHANCED	25.49	262.67	50.98	525.30
DEPOSITS:				
DD-NET	1381.45	16798.61		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	97.21	6.46	16.00	87.67	61.51	40.00
SICK	31.27	5.15		36.42	95.89	65.00
COMP	73.75			73.75	73.75	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	M	0	0.00
State	M	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,214.39	26,510.45
Gross Pay	2,455.31	29,175.17
Deductions	657.87	7,800.67
Net Pay	1,381.45	16,798.61

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date 05/30/2025
Advice Number 1064469

BRANDY MICHELLE ANNETTE
HUERTA
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,312.91

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	04/04/2025	03/28/2025	BI-WEEKLY	1059004

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	12927.83
OT FIR	27.31	40.50	1106.15	1543.15
OTSTRT				72.83
OT 1.5	27.31	6.00	163.87	1693.35
WHOLS				1311.00
ANNU				218.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	42.76	232.14	42.76	232.14
MEDICAL	231.38	1619.66	753.25	5272.75
DENTAL	12.32	86.24	22.88	160.16
VISION	7.39	51.73		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	350.00		
PERA MFR5	108.36	767.96		
PERA MFR5 PU			325.08	2303.86
PERA MFR5 ER			489.98	3472.48
FEDERAL TAX	291.40	1292.03		
STATE TAX	101.87	495.74		
RHC ENHANCED	24.13	164.35	48.25	328.65
EE BASICLIFE			0.55	3.85
DP BASICLIFE			0.35	2.45
EE BASICAD&D			0.22	1.54
SPOUSE LIFE	3.18	22.26		
EE LIFE 3X	11.67	81.69	7.78	54.46
FAM AD&D 3X	2.72	19.04		
DEPOSITS:				
DD-NET	2312.91	12581.82		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	76.10	6.12		82.21	36.12	12.00
SICK	65.65	4.88		70.53	75.99	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	2,790.64	14,891.07
Gross Pay	3,200.09	17,766.66
Deductions	887.18	5,184.84
Net Pay	2,312.91	12,581.82

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date 04/04/2025
Advice Number 1059004

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,482.39

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	04/18/2025	04/11/2025	BI-WEEKLY	1060368

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	14857.90
OT FIR	27.31	34.00	928.62	2471.77
OTSTRT				72.83
OT 1.5	27.31	22.00	600.87	2294.22
WHOLS				1311.00
ANNU				218.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	46.52	278.66	46.52	278.66
MEDICAL	231.38	1851.04	753.25	6026.00
DENTAL	12.32	98.56	22.88	183.04
VISION	7.39	59.12		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	400.00		
PERA MFR5	130.98	898.94		
PERA MFR5 PU			392.93	2696.79
PERA MFR5 ER			592.24	4064.72
FEDERAL TAX	343.51	1635.54		
STATE TAX	113.37	609.11		
RHC ENHANCED	24.13	188.48	48.25	376.90
EE BASICLIFE			0.55	4.40
DP BASICLIFE			0.35	2.80
EE BASICAD&D			0.22	1.76
SPOUSE LIFE	3.18	25.44		
EE LIFE 3X	11.67	93.36	7.78	62.24
FAM AD&D 3X	2.72	21.76		
DEPOSITS:				
DD-NET	2482.39	15064.21		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	82.21	6.12		88.33	42.24	12.00
SICK	70.53	4.88		75.40	80.87	11.00
COMP						
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	3,027.49	17,918.56
Gross Pay	3,459.56	21,226.22
Deductions	977.17	6,162.01
Net Pay	2,482.39	15,064.21

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
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SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
04/18/2025	1060368

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,235.50

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	05/02/2025	04/25/2025	BI-WEEKLY	1061756

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	96.00	1747.99	16605.89
OT FIR				2471.77
OTSTRT	18.21	4.00	72.83	145.66
OT 1.5				2294.22
WHOLS				1311.00
ANNU				218.50
CTE		10.00		
CTE		9.00		

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	22.76	301.42	22.76	301.42
MEDICAL	231.38	2082.42	753.25	6779.25
DENTAL	12.32	110.88	22.88	205.92
VISION	7.39	66.51		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	450.00		
PERA MFR5	90.46	989.40		
PERA MFR5 PU			271.38	2968.17
PERA MFR5 ER			409.03	4473.75
FEDERAL TAX	93.11	1728.65		
STATE TAX	38.48	647.59		
RHC ENHANCED	21.85	210.33	43.70	420.60
EE BASICLIFE			0.55	4.95
DP BASICLIFE			0.35	3.15
EE BASICAD&D			0.22	1.98
SPOUSE LIFE	3.18	28.62		
EE LIFE 3X	11.67	105.03	7.78	70.02
FAM AD&D 3X	2.72	24.48		
DEPOSITS:				
DD-NET	1235.50	16299.71		

[redacted]

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	88.33	5.54		93.87	47.78	12.00
SICK	75.40	4.42		79.82	85.28	11.00
COMP		19.00		19.00	19.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances

	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals

Type	Current	YTD
Taxable Pay	1,429.27	19,347.83
Gross Pay	1,820.82	23,047.04
Deductions	585.32	6,747.33
Net Pay	1,235.50	16,299.71

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
05/02/2025	1061756

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$1,503.06

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	05/16/2025	05/09/2025	BI-WEEKLY	1063142

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	58.00	1056.08	17661.97
OT FIR				2471.77
OTSTRT	18.21	7.00	127.46	273.12
OT 1.5				2294.22
OTSTP	18.21	6.00	109.25	109.25
WHOLS				1311.00
SICKU	18.21	24.00	437.00	437.00
ANNU	18.21	24.00	437.00	655.50
CTE		8.00		

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	27.78	329.20	27.78	329.20
MEDICAL	231.38	2313.80	753.25	7532.50
DENTAL	12.32	123.20	22.88	228.80
VISION	7.39	73.90		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	500.00		
PERA MFR5	105.54	1094.94		
PERA MFR5 PU			316.61	3284.78
PERA MFR5 ER			477.20	4950.95
FEDERAL TAX	132.82	1861.47		
STATE TAX	53.44	701.03		
RHC ENHANCED	25.49	235.82	50.98	471.58
EE BASICLIFE			0.55	5.50
DP BASICLIFE			0.35	3.50
EE BASICAD&D			0.22	2.20
SPOUSE LIFE	3.18	31.80		
EE LIFE 3X	11.67	116.70	7.78	77.80
FAM AD&D 3X	2.72	27.20		
DEPOSITS:				
DD-NET	1503.06	17802.77		

[redacted]

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	93.87	6.46	24.00	76.33	54.24	36.00
SICK	79.82	5.15	24.00	60.97	90.44	35.00
COMP	19.00	8.00		27.00	27.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	1,760.16	21,107.99
Gross Pay	2,166.79	25,213.83
Deductions	663.73	7,411.06
Net Pay	1,503.06	17,802.77

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date	Advice Number
05/16/2025	1063142

ALEJANDRO SANCHEZ
[redacted]

DIRECT DEPOSIT
NON-NEGOTIABLE

City of Santa Fe, Santa Fe, NM 87504

Advice Amount	$2,286.52

Emp No	Employee Name	Dept.	Advice Date	Week Ending	Type	Advice No.
110446	ALEJANDRO SANCHEZ	1000021	05/30/2025	05/23/2025	BI-WEEKLY	1064531

Earnings	Rate	Days/Hrs.	Current	YTD
BASE	18.21	106.00	1930.07	19592.04
OT FIR	27.31	24.00	655.50	3127.27
OTSTRT				273.12
OT 1.5	27.31	22.00	600.87	2895.09
OTSTP				109.25
WHOLS				1311.00
SICKU				437.00
ANNU				655.50

Deductions	Current	YTD	Emplr	Empr YTD
MEDICARE	42.56	371.76	42.56	371.76
MEDICAL	231.38	2545.18	753.25	8285.75
DENTAL	12.32	135.52	22.88	251.68
VISION	7.39	81.29		
WCOMP		2.00		2.30
DEFERREDCOMP	50.00	550.00		
PERA MFR5	130.98	1225.92		
PERA MFR5 PU			392.93	3677.71
PERA MFR5 ER			592.24	5543.19
FEDERAL TAX	283.42	2144.89		
STATE TAX	100.17	801.20		
RHC ENHANCED	24.13	259.95	48.25	519.83
SPOUSE LIFE	3.18	34.98		
EE LIFE 3X	11.67	128.37	7.78	85.58
FAM AD&D 3X	2.72	29.92		
DEPOSITS:				
DD-NET	2286.52	20089.29		

Leave	Beginning	Earned	Used	Balance	YTD Earned	YTD Used
ANNUAL	76.33	6.12		82.45	60.35	36.00
SICK	60.97	4.88		65.85	95.31	35.00
COMP	27.00			27.00	27.00	
ADMIN						
PERSONAL						
SWL EARNED						

Withholding Allowances	Filing Status	Exemptions	Extra Amount
Federal	S	0	0.00
State	S	0	0.00

Advice Totals	Current	YTD
Taxable Pay	2,754.37	23,862.36
Gross Pay	3,186.44	28,400.27
Deductions	899.92	8,310.98
Net Pay	2,286.52	20,089.29

CITY OF SANTA FE, NEW MEXICO
PO BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6543
PAYROLL ACCOUNT

Advice Date 05/30/2025
Advice Number 1064531

ALEJANDRO SANCHEZ

DIRECT DEPOSIT
NON-NEGOTIABLE

		Expenses
Q1	July-September	50,178.63
Q2	October-December	88,407.42
Q3	January-March	75,094.35
Q4	April-June	11,319.60
		225,000.00
	Year 1 Amount:	**225,000.00**

Object:	**Q1**	**Q2**	**Q3**	**Q4**	**Totals**
500110	29,590.79	48,043.32	40,260.01	11,319.60	**129,213.72**
503100	513.88	993.27	807.76		**2,314.91**
503150	12,334.70	21,805.40	19,006.66		**53,146.76**
503200	6,751.23	15,749.09	13,502.46		**36,002.78**
503250	769.01	1,317.56	1,088.62		**3,175.19**
503350	9.20	9.20	9.20		**27.60**
503400	209.82	489.58	419.64		**1,119.04**
Totals	**50,178.63**	**88,407.42**	**75,094.35**	**11,319.60**	**225,000.00**

HEALTH CARE AUTHORITY

Michelle Lujan Grisham, Governor
Kari Armijo, Secretary
Alex Castillo Smith, Deputy Secretary
Kathy Slater Huff, Deputy Secretary
Kyra Ochoa, Deputy Secretary
Dana Flannery, Medicaid Director

INVOICE

ASD/Accounts Receivable Bureau
PO Box 2348
Santa Fe, NM 87504-2348
Fax: (505) 827-8103

Date: June 12, 2025
Invoice # **CY24-80000062-01**
For: **ASPP IGT - City of Santa Fe Ambulance Services**

Bill To:
City of Santa Fe Ambulance Services
P.O. Box 909
Santa Fe, NM 87504

DESCRIPTION		AMOUNT
Ambulatory Supplemental Payment Program Intergovernmental Transfers		
Please pay the following amount for ASPP IGT for CY24 per the terms of MOA 25-630-8000-0062 (attached). Payment for this invoice is as follows:		
Period: January 1, 2024 - June30, 2024	**Due by: 6/30/25**	$ 871,970.20
Please send payment to: Health Care Authority ASD Accounts Receivable Bureau P.O. Box 2348 Santa Fe, New Mexico 87504-2348		
	TOTAL	**$ 871,970.20**

Please reference invoice number when submitting payment. If you have any questions concerning this invoice contact Maria Archuleta, 709-5533, Maria.Archuleta@hca.nm.gov.

Sincerely,

Maria Archuleta, Billing Supervisor
Accounts Receivable Bureau

Enclosures

63000-97600-8501000000-143900-1439000270

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and The **City of Santa Fe (Ambulance Services)**, collectively referred to as the "Parties," regarding the implementation of Ambulatory Supplemental Payment Program (ASPP).

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the IGT Provider is the City.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 US.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency

C. Agency means HCA.

II. GENERAL PROVISIONS

The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $871,970.20.

A. . The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $871,970.20. The IGT Provider will transfer payments to the Agency in the following manner:
   i. The Agency will bill the IGT Provider when payment is due.
   ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

B. IGT Provider agrees the following provision will be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.

VIII. TERM

A. The duties under this MOA will be performed from January 1, 2024, through June 30, 2024, and this MOA terminates June 30, 2025, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$871,970.20
Total Funding Not to Exceed	$871,970.20

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: DocuSigned by: Kari Armijo 1BA9EB5EAD00499... Date: 6/7/2025

Kari Armijo, HCA Cabinet Secretary

By: DocuSigned by: Carolee A. Graham FB15A98045214DA... Date: 6/2/2025

Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By: DocuSigned by: Mark Reynolds 6241C19C1E01414... Date: 6/2/2025

Mark Reynolds, HCA General Counsel

For the City of Santa Fe Fire Department

CITY OF SANTA FE:

Alan Webber (May 29, 2025 22:11 EDT)

ALAN WEBBER, MAYOR

DATE: 05/29/2025

ATTEST:

ANDREA SALAZAR (May 29, 2025 20:13 MDT)

ANDRÉA SALAZAR, CITY CLERK

GB MTG 05/28/2025

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

New Mexico (NM) Ambulance Supplemental Payment Program (ASPP)

Calendar Year 2024 (CY24) Handout

March 2025

PUBLIC CONSULTING GROUP

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

INTRODUCTION

The NM ASPP allows government-owned Emergency Ground Ambulance Services (EGAS) providers to access additional federal funds for provided and billed Medicaid Managed Care Organization (MCO) transports. The effective date of the NM ASPP is **1/1/2024**, allowing participating EGAS providers to claim allowable costs for the CY24 cost reporting period.

HOW IT WORKS

The NM ASPP requires participating providers to complete an annual cost report that includes an average cost per transport used to calculate the supplemental add-on rate paid to providers when billing Medicaid MCO patients. The cost report is used to determine eligibility for the NM ASPP.

Upon completion of the NM ASPP cost report containing an average cost per transport, an intergovernmental transfer (i.e., grant matching) will be issued to participating EGAS providers so that they may yield their supplemental payments. The supplemental payment process is summarized below.

1. NM EGAS providers provide and bill for Medicaid MCO transports.
2. NM Healthcare Authority (HCA) invoices participating NM EGAS providers for the state share of their supplemental payment.
3. HCA uses provider's grant matching funds to draw down matching federal funds.
4. Each provider's grant matching dollars are returned, along with the matching federal share funds.

NEXT STEPS

CY24 Cost Report Submission

The CY24 (1/1/24 – 12/31/24) cost report must be uploaded to the Myers & Stauffer (M&S) web portal by Friday, 5/31/25 @ 5PM MT. **PCG will submit all required documentation on your behalf.**

CY24 M&S Audit

Shortly after cost report submission, M&S will perform cursory audits on all submitted CY24 NM ASPP cost reports. **PCG will address any potential follow up questions on your behalf.**

CY24 Payment

Supplemental payment for this program will not occur until the Preprint is submitted by HCA and CMS approves. Payments will be administered through a grant matching process between the providers and HCA. The payments will come directly from the MCOs.

PCG will invoice you for our provided CY24 cost reporting services after you confirm you receive payments.

CONTACT US

Please contact NMASPP@pcgus.com with any questions!

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

CY 2024 EGAS MCO Allotments

				MCO Total Allotment Projections Utilizing MMIS MCO Trips									
	Medicaid Number	Provider	Total Managed Care Transports (MMIS Data) 7/1/22 to 6/30/23	Jan-Jun 24 Total Allotment	Jan-Jun 24 IGTs Needed	Jan-Jun 24 Net New Federal Funding	Jul-Dec 24 Allotment	Jul-Dec 24 IGTs Needed	Jul-Dec 24 Net New Federal Funding	Total Allotment	Total IGTs Needed	Net New Federal Funding
1		Albuquerque Fire Rescue	841	$ 1,124,117.33	$ 308,120.56	$ 815,996.77	$ 1,124,117.33	$ 308,120.56	$ 815,996.77	$ 2,248,234.67	$ 616,241.12	$ 1,631,993.55
2		Artesia Fire Department	371	$ 495,894.80	$ 135,924.77	$ 359,970.03	$ 495,894.80	$ 135,924.77	$ 359,970.03	$ 991,789.61	$ 271,849.54	$ 719,940.07
3		Bernalillo County	197	$ 263,318.80	$ 72,175.68	$ 191,143.12	$ 263,318.80	$ 72,175.68	$ 191,143.12	$ 526,637.61	$ 144,351.36	$ 382,286.25
4		City of Santa Fe Fire Department	2380	$ 3,181,211.95	$ 871,970.20	$ 2,309,241.75	$ 3,181,211.95	$ 871,970.20	$ 2,309,241.75	$ 6,362,423.91	$ 1,743,940.40	$ 4,618,483.51
5		Las Cruces Fire Department	364	$ 486,538.30	$ 133,360.15	$ 353,178.15	$ 486,538.30	$ 133,360.15	$ 353,178.15	$ 973,076.60	$ 266,720.30	$ 706,356.30
6		Sandoval County Fire Department	749	$ 1,001,146.11	$ 274,414.15	$ 726,731.96	$ 1,001,146.11	$ 274,414.15	$ 726,731.96	$ 2,002,292.23	$ 548,828.30	$ 1,453,463.93
7		Santa Fe County Fire Department	874	$ 1,168,226.57	$ 320,210.90	$ 848,015.67	$ 1,168,226.57	$ 320,210.90	$ 848,015.67	$ 2,336,453.15	$ 640,421.80	$ 1,696,031.35
		Weighted Average Cost per Transport $ 2,673	**5776**	**$ 7,720,453.88**	**$ 2,116,176.41**	**$ 5,604,277.47**	**$ 7,720,453.88**	**$ 2,116,176.41**	**$ 5,604,277.47**	**$ 15,440,907.76**	**$ 4,232,352.82**	**$ 11,208,554.94**

NM FFY24 FMAP **72.59%**
State Share **27.41%**

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

From: DUTTON-LEYDA, TRAVIS K.
To: JOHNSON, STEN A.
Cc: LOVATO, JOANN D.
Subject: RE: MOA with NM Health Care Authority
Date: Tuesday, May 20, 2025 9:14:22 AM
Attachments: image003.png
image004.png
image006.png
image007.png



Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Tuesday, May 20, 2025 9:05 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: MOA with NM Health Care Authority

JoAnn D. Lovato Montaño, CPO
Procurement Manager
c: (505) 469-6045

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Friday, May 2, 2025 3:34 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

Subject: MOA with NM Health Care Authority

Hi Travis and Joann,

I just submitted this on SharePoint. I don't have the MOA back from Legal yet but they are moving forward without changes to the MOA.
HCA is waiting on City of Santa Fe to begin this program so I am working to move this a quick as possible.
I think I recall a conversation that Travis made his determination of Exempt Purchase but I cannot find an email from you on this.

Can you please return a written determination? Also wanted you all to get your eyes on this asap. I'll send the approved MOA from Legal as soon as I get it.
The spreadsheet attached is pertinent because it shows the City's obligation to participate as well as the return back from Medicare.

As usual, call anytime if you have questions.

Thank you,

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799

Docusign Envelope ID: A8FA310F-3FDD-45A1-A626-4376CC33201A

Services Offered to the City of Santa Fe (2024)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

Signature: 

Email: xivigil@santafenm.gov

25-0201 New Mexico Healthcare Authority

Final Audit Report 2025-05-30

Created:	2025-05-29
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtq62hyAi2xEnOkuxXYdC_rVZbFBeUIHL

"25-0201 New Mexico Healthcare Authority" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-05-29 - 10:09:24 PM GMT- IP address: 63.232.20.2

Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2025-05-29 - 10:11:49 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-05-29 - 10:12:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-05-29 - 10:12:39 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-05-29 - 10:41:14 PM GMT- IP address: 140.248.0.1

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-05-30 - 2:11:43 AM GMT - Time Source: server- IP address: 174.242.130.153

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-05-30 - 2:11:45 AM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-05-30 - 2:13:32 AM GMT- IP address: 76.26.101.206

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-05-30 - 2:13:43 AM GMT - Time Source: server- IP address: 76.26.101.206

Document sent to BRIAN MOYA (bjmoya@santafenm.gov), Julie Rasmussen (jkrasmussen@santafenm.gov) and STEN JOHNSON (sajohnson@santafenm.gov). One of them to acknowledge receipt
2025-05-30 - 2:13:45 AM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-05-30 - 2:45:54 AM GMT- IP address: 98.97.116.185

Powered by Adobe Acrobat Sign

Email viewed by STEN JOHNSON (sajohnson@santafenm.gov)

2025-05-30 - 1:34:59 PM GMT- IP address: 104.47.64.254

Document receipt acknowledged by STEN JOHNSON (sajohnson@santafenm.gov)

Receipt Acknowledgement Date: 2025-05-30 - 1:35:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-05-30 - 1:35:39 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: June 18, 2025

To: Governing Body and Finance Committee

From: Sten Johnson, Assistant Fire Chief SJ

Via: Brian Moya, Fire Chief BM

Subject: Inter-Governmental Transfer of Funds to NM Health Care Authority

Vendor Name: New Mexico Health Care Authority, Department of Health

Munis Vendor Number: 1789

ITEM AND ISSUE:

The Fire Department respectfully requests your review and approval for a payment in the total amount of $871,970.20 as an Inter-Governmental Tranfer (IGT) for a term of one-time transaction to NM Health Care Authority (HCA).

CONTRACT NUMBER:

3250649

BACKGROUND AND SUMMARY:

The Fire Department has been an early adopter of a program now approved for government operated ambulance services to participate in a supplemental payment program from Medicaid.
This program involves an MOA between the City and NM Health Care Authority. The MOA was approved by Governing Body on May 29, 2025.

The City pays the IGT of $871,970.20 to the HCA. The HCA applies the funds as a grant share to drawn down supplemental payment from Medicaid. The supplemental payment then comes back to the City in the total amount of $3,181,211.95. Please see attachments for further explanation.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: GENFUND/100

Munis Org Name/Number: Fire Emergency Svcs Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/56400

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

This is a transaction with a governmental agency, New Mexico Health Care Authority.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** _____

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: _____

ATTACHMENTS:

Invoice for term Jan – June 2024
Memorandum of Agreement with NM Health Care Authority
Procurement document: Exemption Determination/Email
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Fire Dept/Fire Operations	6/18/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Miscellaneous Expenses	1000021	564000		1,195,265	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,195,265	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

Appropriate funding from existing General Fund cash balances to pay for Ambulance Supplemental Payment Program Intergovernmental Transfers for CY24 per the terms of MOA 25-630-8000-0062 and the associated processing fees due to the Public Consulting Group.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	1,195,265
TOTAL:	1,195,265

Chris Parker — 6/18/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

BRIAN MOYA
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

ALEXIS LOTERO (Jun 18, 2025 12:55 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

HEALTH CARE AUTHORITY

Michelle Lujan Grisham, Governor
Kari Armijo, Secretary
Alex Castillo Smith, Deputy Secretary
Kathy Slater Huff, Deputy Secretary
Kyra Ochoa, Deputy Secretary
Dana Flannery, Medicaid Director

INVOICE

ASD/Accounts Receivable Bureau
PO Box 2348
Santa Fe, NM 87504-2348
Fax: (505) 827-8103

Date: June 12, 2025
Invoice # **CY24-80000062-01**
For: ASPP IGT - City of Santa Fe Ambulance Services

Bill To:
City of Santa Fe Ambulance Services
P.O. Box 909
Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ambulatory Supplemental Payment Program Intergovernmental Transfers	
Please pay the following amount for ASPP IGT for CY24 per the terms of MOA 25-630-8000-0062 (attached). Payment for this invoice is as follows:	
Period: January 1, 2024 - June30, 2024 **Due by: 6/30/25**	$ 871,970.20
Please send payment to: Health Care Authority ASD Accounts Receivable Bureau P.O. Box 2348 Santa Fe, New Mexico 87504-2348	
TOTAL	**$ 871,970.20**

Please reference invoice number when submitting payment. If you have any questions concerning this invoice contact Maria Archuleta, 709-5533, Maria.Archuleta@hca.nm.gov.

Sincerely,

Maria Archuleta, Billing Supervisor
Accounts Receivable Bureau

Enclosures

63000-97600-8501000000-143900-1439000270

Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: June 13, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Gabrielle Chavez, Transit Director of Administration GC
Andrew Baca, Interim Transit Director of Operations

ACTION:
Request for approval of a Grant Agreement (FTA MA-33) with the Federal Transit Administration (FTA) via the Section 5307 Operating Assistance for Public Transportation Service Program in the Total Amount of $4,018,120. (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Proceeds from the FTA Section 5307 Grant in the Amount of $4,018,120 to FY25 Transit Revenue and Expenses.

BACKGROUND AND SUMMARY:
The city has been awarded an FTA Award, identified as FY2021 and FY2022 Section 5307 Operating Formula Funding for FY25 and FY26 Operating Assistance by FTA. The purpose of the grant is to provide fixed route service, and salaries and fringe benefits for the City of Santa Fe's Transit operations supervisors, drivers, mechanics, dispatch and operations support. There is a 50 percent local match requirement of which is provided by the FY25 Operating Budget .

FUNDING SOURCE: FTA Section 5307 Grant ID #QLN2YKMMJ8X6
Munis Project Ledger ID: PWD2554060
Munis Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Operations/5400491
Munis Revenue Obj Name/Number: US DOT/490550
Munis Expenditure Obj Name/Number: Various Transit Operating

ATTACHMENTS:
FTA Grant Agreement
BAR
Project Ledger Request Form

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-33)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(33), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF SANTA FE

Recipient ID: 2066

UEI: QLN2YKMMJ8X6

DUNS: 069420818

Award Information

Federal Award Identification Number (FAIN): NM-2025-009

Award with Amendment Number: NM-2025-009-00

Award Name: FY2021 and FY2022 Section 5307 Operating Assistance

Award Start Date: 6/12/2025

Original Award End Date: 9/30/2026

Current Award End Date: 9/30/2026

Award Executive Summary: The grant represents the FY2021 and the FY2022 Small Urbanized Section 5307 Operating Assistance apportionment sub-allocated to the City of Santa Fe by the New Mexico Department of Transportation to provide fixed route service, and salaries and fringe benefits for the City of Santa Fe's Transit operations supervisors, drivers, mechanics, dispatch and operations support. There is a 50 percent Local match requirement of funds. which will be provided by the City of Santa Fe through the 1/4 cent gross receipts tax dedicated to Transit.

Project 1:
FY2021 (Fast Act) Section 5307 Operating Assistance
The grant represents the FY 2021 Small Urbanized Section 5307 sub-allocation of $1,751,668 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued transit services operated by the City of Santa Fe. Local match funds in the amount of $1,751,668 will be provided by the City of Santa Fe through the 1/4 cent gross receipts tax dedicated to Transit in the amount of $1,751,668. (Note: the Santa Fe UZA was apportioned $1,883,757 through the Santa Fe MPO, $1,751,668 was allocated to the City of Santa Fe and $132,089 was allocated to the North Central Regional Transit District.)

Project 2:
FY2022 (BIL) Section 5307 Operating Assistance
The grant represents the FY 2022 Small Urbanized Section 5307 sub-allocation of $2,266,452 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued transit services operated by the City of Santa Fe. Local match funds in the amount of $2,266,452 will be provided by the City of Santa Fe through the 1/4 cent gross receipts tax dedicated to Transit. (Note: the Santa Fe UZA was apportioned $2,995,494 through the Santa Fe MPO, $2,266,452 was allocated to the City of Santa Fe and $529,497 was allocated to the North Central Regional Transit District.)

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $8,036,240.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $4,018,120.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $4,018,120.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $4,018,120.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $4,018,120.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	$4,018,120
Local			$4,018,120
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$8,036,240**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 6/9/2025
DOL Certification Date: 6/9/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy

Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 6/12/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

IN WITNESS WHEREOF, the City of Santa Fe has 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:

Kevin L. Nault
Kevin L. Nault (Jun 17, 2025 21:35 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

FTA Grant

Final Audit Report 2025-06-18

Created:	2025-06-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJQUPXF9p7cNy-Jw1KpqG-nTODWRYi2mu

"FTA Grant" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-17 - 10:53:12 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-06-17 - 10:53:35 PM GMT

Email viewed by klnault@santafenm.gov
2025-06-18 - 3:34:33 AM GMT- IP address: 172.59.1.12

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-18 - 3:35:04 AM GMT- IP address: 172.59.1.12

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-18 - 3:35:06 AM GMT - Time Source: server- IP address: 172.59.1.12

Agreement completed.
2025-06-18 - 3:35:06 AM GMT

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City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 6/16/2025

Project Title: Section 5307 FY21/FY22 Operating Assistance

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: PWD2554060

Grant ID: F2528

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jun 18, 2025 09:42 MDT)

Entered By: CT/EL (Finance Use Only)

Department: PW-Transit Project Manager: Gabrielle Chavez Ext: 2055

Project Date Range: 7/1/2024 to 6/30/2025 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: USDOT/FTA Section 5307 Urbanized Formula Grants % of Funding: 50/50

MUNIS ORG: 5400491 MUNIS OBJ: 490550 Awarded Amount: $4,018,120.00

Funding Source: LOCAL MATCH % of Funding: 50/50

MUNIS ORG: 5400491 MUNIS OBJ: _____ Awarded Amount: 4,018,120.00

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: GRANT TERM POSITIONS MUNIS ORG: 5400491 MUNIS OBJ: 50110

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other: 50/50 Local Match $4,018,120.00

GRANTS ONLY:

Grantor Name: USDOT-Federal Transit Administration Awarded Amount: 4,018,120.00

AR Charge Code: 5400491.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): 20.507

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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/ Transit	6/18/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Transportation - 5307 Operating	5400491	490550		(4,018,120)	
				$ (4,018,120)	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

FTA Section 5307 Operating assistance for Formula grants awarded in FY21 and FY22 for Transit Operating Assistance to cover expenses incurred beginning 06/01/2024 until 09/30/2026 for transit agency operations supervisors, drivers, mechanics, dispatch and operations support salaries and fringe benefits.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Gabrielle Chavez — 6/18/2025
Prepared By *{print name}* — Date

Gabrielle Chavez (Jun 18, 2025 10:13 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler (Jun 18, 2025 12:12 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 #:

ALEXIS LOTERO (Jun 18, 2025 12:57 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

GB Packet NM-2025-009-00 Section 5307 Operating

Final Audit Report 2025-06-18

Created:	2025-06-18
By:	Gabrielle Chavez (gnchavez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr5lCQ_ysvWL8ZuY64SP008C1cmhU2kbL

"GB Packet NM-2025-009-00 Section 5307 Operating" History

Document created by Gabrielle Chavez (gnchavez@santafenm.gov)
2025-06-18 - 6:19:59 PM GMT- IP address: 63.232.20.2

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2025-06-18 - 6:20:44 PM GMT

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2025-06-18 - 6:56:58 PM GMT- IP address: 104.47.64.254

Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2025-06-18 - 6:57:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-06-18 - 6:57:50 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: May 7, 2025

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

Via: Regina Wheeler, Public Works Department Director Regina Wheeler
Regina Wheeler (May 7, 2025 14:09 MDT)

From: Romella Glorioso-Moss, PhD, CPM Complete Streets Capital Projects Manager

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ITEM AND ISSUE:

Request for Approval of the Master Agreement wiht Rio Metro Regional Transit District for City Projects with Railroad Coordination. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Amount of $42,792 to Complete Streets WIP Design for St. Michael's Drive – Rail Trail Underpass Project.

CONTRACT NUMBER:

The FY25 Munis contract number is

BACKGROUND AND SUMMARY:

This Master Agreement with Rio Metro Regional Transit District (RMRTD) outlines the procedure for any City project that is in or near New Mexico Rail Runner Express (NMRX) right-of-way. For these projects, NMRX requires review of engineering design at 30%, 60%, 90% and 100%. Depending on the complexity of project design, RMRTD may require the City to pay for this review.

A portion of the St. Michael's Drive Rail Trail Underpass Project is located within 25-ft of NMRX right-of-way. NMRX has provided a cost estimate is $142,791.14 for the review work. This work will be funded with $100,000 2024 Legislative Grant and $42,792 of road impact fees. The St. Michael's Drive Rail Trail Underpass Project is included in the amended Infrastructure Capital Improvement Plan.

The Federal Highway Administration has provided design funding of $1,069,437 via their Highway Safety Improvement Program for design of this project.

ATTACHMENTS:

MOA

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Road Impact Fees / 660232

Munis Org Name/Number: Streets Roadways / 3309980

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: ALEXIS LOTERO (Jun 18, 2025 11:00 MDT) **Date:** 06/18/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Government to Government – NMSA 1978 Section 13-1-198(a)

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/18/2025

CPO Comment/Exceptions: Exempt

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: **NM Legislative Grant CN S100470**

Approval: ERIKA LUJAN (Jun 13, 2025 10:10 MDT) **Title:** Grants Manager **Date:** 06/13/2025

Comment/Exceptions: _____

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

Project Ledger Number: **ENG18330E-Design**

Approval: Josie Bolden **Title:** Controller **Date:** 06/13/2025

Comment/Exceptions: _____

MASTER AGREEMENT

CITY OF SANTA FE PROJECTS WITH RAILROAD COORDINATION

ON NMRX RAILROAD

SANTA FE SUBDIVISION

The Agreement ("Agreement") is hereby made as of the date of the last signature below and by and between the Rio Metro Regional Transit District (RMRTD), a political subdivision created pursuant to the Regional Transit District Act, Sections 73-25-1 et seq. NMSA 1978 and the CITY OF SANTA FE (CITY), a home rule municipality in the State of New Mexico, and collectively referred to as the "Parties".

WHEREAS, the New Mexico Rail Runner Express ("NMRX") is a passenger rail system owned by the State of New Mexico; and

WHEREAS, RMRTD is responsible for the operations and maintenance of the NMRX; and

WHEREAS, the operations and maintenance to include construction of improvements is performed by a contractor pursuant to an Operations and Maintenance agreement administered by RMRTD; and

WHEREAS, the CITY wishes to construct improvements ("Projects") for the CITY's crossings that intersect or otherwise affect or be affected by the Rail System; and

WHEREAS, City Projects may involve work performed on, over, under and adjacent to the NMRX railroad right of way and track, reconstructing and upgrading railroad crossings and pedestrian grade crossings; and

WHEREAS, the CITY agrees to reimburse RMRTD for actual costs incurred by RMRTD directly or through RMRTD's contractors for these Projects; and

WHEREAS, RMRTD and the CITY desire to enter into a Master Agreement where all Projects can be added by mutual written agreement through addendum.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK

1. The term "Work" as used herein means all engineering, planning, and construction work performed by RMRTD or RMRTD contractors on projects agreed upon pursuant to the terms of this AgreementAdopted with this Master Agreement is an Addendum A comprised of a project scope of work and cost estimate by RMRTD's contractor for the project.

PAYMENT FOR WORK

2. The CITY, in consideration of the work faithfully performed by RMRTD or RMRTD Contractors, agrees to pay the reasonable actual direct and related indirect costs (including applicable taxes) not to exceed an amount described for each project described in addenda.
3. In the course of Work, should RMRTD have a reasonable belief that the aforementioned cost will be exceeded, RMRTD will notify the City at least 90 days prior to the estimated completion date in each project addendum and is authorized to stop work until the Parties have entered into a written addendum amending the amount the City can pay to RMRTD under this Agreement. However, this paragraph is not intended to modify the CITY's obligation to reimburse RMRTD for 100% of the reasonable costs incurred by RMRTD pursuant to this Agreement.
4. RMRTD shall not commence Work under this Agreement until receiving a written Notice to Proceed letter (NTP) from the CITY's Director of Public Works. The CITY is not responsible for any costs incurred by RMRTD prior to RMRTD's receipt of the NTP.
5. During its performance of the Work pursuant to this Agreement, RMRTD will send the CITY progressive invoices detailing the costs of the Work incurred by RMRTD. The CITY shall reimburse RMRTD within thirty (30) days from receipt an invoice for such Work. Progressive Invoicing shall not exceed one hundred twenty (120) days elapsed between invoicing submittals to the CITY.
6. Upon completion of the Work, RMRTD will send the CITY a final invoice detailing all remaining and final costs within ninety (90) days of the completion date of the Work pursuant to this Agreement, and the CITY shall pay the final invoice within thirty (30) days of receipt.

7. The Parties agree that payment of any invoice will not constitute agreement as to the appropriateness of any item therein and that at the time of the final audit, all required adjustments will be made and reflected in a final payment by either Party. If such a final audit reveals an overpayment to RMRTD, RMRTD agrees to refund such overpayment to the CITY within sixty (60) days of an agreement to the audit findings.
8. During the progress of the work and for a period not less than three (3) years from the date of final payment to RMRTD, the records, and accounts pertaining to the Work of the project and accounting, therefore, are to be kept available for inspection and audit by the CITY and/or Federal Government and copies of all records, accounts, documents, or other data pertaining to the work will be made available at all reasonable times upon request. If any litigation, claim, or audit is commenced, the records and accounts, along with supporting documentation, shall be retained until all dispute, litigation, claim, or audit finding has been resolved, even though such dispute, litigation, claim, or audit continues past the three (3) year retention period. The term of this Agreement shall commence on the Effective Date and continue for a maximum period of five (5) years thereafter, provided that each Party's obligation hereunder for its own negligence, negligent actions, or failures to act shall be considered a continuing obligation irrespective of the Term of this Agreement. Upon written agreement by the Parties, the Agreement may be extended for additional terms.
9. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the Governing Body of the City of Santa Fe making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Governing Body, or if the Governing Body un-appropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days written notice given by the CITY to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the CITY and all of its interest in this Agreement will cease upon the date of termination. The CITY's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.
10. The parties acknowledge that the City and RMRTD are governmental entities subject to the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq., NMSA 1978). Both parties agree to comply with the requirement for production of records pursuant to the Inspection of Public Records Act.
11. Each party hereto acknowledge that it has been represented, or has had ample opportunity to obtain representation of counsel, with respect to this Agreement. Accordingly, each party hereto represents to the other that it has read and understood the terms of the Agreement, and the consequences of executing this Agreement, and that except as expressly set forth herein, no representations have been made to induce the other party to execute this contract.
12. This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all

parties to the Agreement as if all parties signed the same document. If so executed, each counterpart of this Agreement is deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

13. Headings and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.
14. This Agreement, including any explicitly stated and attached exhibits or addenda, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.
15. No amendment or modification to this Agreement shall be valid or enforceable unless such amendment or modification is executed in writing with the consent and signatures of the parties hereto.
16. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signature for the purposes of validity, enforceability, and admissibility.
17. The RMRTD agrees to acquire a project-specific insurance policy covering the "Work" contemplated by this Agreement including all engineering, planning, and construction work performed by RMRTD on projects described in the addenda adopted by this Agreement or by mutually-adopted written amendments from time to time. The project specific insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., NMSA 1978, as amended.

IN WITNESSS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

RIO METRO REGIONAL TRANSIT DISTRICT (RMRTD)

By: Dewey V. Cave

Dewey V. Cave, Executive Director, RMRTD

Date: 3-25-25

Approved as to Legal Form and Sufficiency

By: _____

Larry Horan, RMRTD General Counsel

Date: 03.25.2025

SANTA FE

By: _____

Alan Webber, Mayor

Date: _____

Approved as to Legal Form and Sufficiency By City of Santa Fe Legal Department

By: Kevin L. Nault
Kevin L. Nault (Mar 4, 2025 15:55 MST)

Kevin L. Nault, Assistant City Attorney

Date: Mar 4, 2025

Attest:

By: _____

Andréa Salazar, City Clerk

Finance:

By: Emily K. Oster

Emily Oster, Finance Director

Addenda A (1) – Project Number CN S100470

WHEREAS, pursuant to the terms and conditions of the Master Agreement, which are incorporated by reference into this Addenda, the CITY intends to construct a grade-separated pedestrian and bicycle underpass at the intersection of St. Michael's Dr. (NM 466) at the Santa Fe Rail Trail, to include reconstruction of the Santa Fe Rail Trail north and south approaches to St. Michael's Dr. an underpass and all associated design development and related construction, including concrete shared-use trail, retaining walls, drainage improvements, concrete wall barrier, reconstruction of the pavement, curb and gutter, sidewalk, raised median, temporary traffic control, permanent signing and striping, as well as the relocation of utilities, lighting, and railroad crossing signals impacted by the project, as well as replacement of right of way and access control fencing within the project limits.

WHEREAS, the Project may involve work performed on, over, under, and adjacent to the NMRX railroad right of way and track in order to reconstruct and upgrade the railroad crossing to include a pedestrian underpass, including the engineering for installation of grade crossing signals for this crossing, on NMRX territory, Santa Fe Subdivision within the City of Santa Fe, New Mexico; and

WHEREAS, RMRTD will incur costs in conducting the preliminary engineering work as it pertains to this Project within the NMRX right of way; and

WHEREAS, the CITY's 30%, 60%, 90~~5~~ %, and 100% level plan including attendance of site meetings and investigations, preparation of construction agreements, cost estimates, and railroad crossing warning signal designs; Railroad-owned utility locates; and attendance of conference calls and pre-construction meetings; and

WHEREAS, the CITY and RMRTD desire to enter into agreement within the terms and conditions of the Mater Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS.

1. **SCOPE OF WORK**

   The term "Work" as used herein means all work as described within the scope of work in Exhibit "A" of this Addenda A (1) attached hereto.

(Either attach Exhibit A that is referenced here under "SCOPE OF WORK", or describe scope here. Could we use description from "SCOPE" described in the Master Agreement?

2. "The term "Work" as used herein means all engineering, planning, and construction work performed by RMRTD or RMRTD contractors on projects agreed upon pursuant to the terms of this Agreement
3. **PAYMENT**

   The CITY, in consideration of the Work faithfully performed by RMRTD, agrees to pay the reasonable actual direct and related indirect costs (including applicable taxes) not to exceed an amount of **$142,791.14** under this agreement.

HERZOG

February 14, 2025

Robert Gonzales
RMRTD, Director of Operations
809 Copper Ave. N.W.
Albuquerque, NM 87102

RE: Request for Authorization-Design and Software Engineering, St Michaels Underpass

Robert,

HTSI is requesting authorization for funding to provide design and software engineering support for a pedestrian underpass at St. Michaels Drive in Santa Fe. This request supersedes the previous request dated April 25, 2024. The price has not changed since that estimate was provided.

This estimate (in its entirety) is valid for 30 days.

Breakdown is as follows:

Track Work	
Labor/Equipment	-
Subcontractors	-
Materials	-
NMGRT	-
Insurance	-
HCC Total:	-

Signal Work	
Labor/Equipment	$20,200.88
Subcontractors	$95,081.72
Materials	-
NMGRT	$2,027.08
Insurance	$1,682.94
HTI Total:	$118,992.62

Track and Signal Total:	$118,992.62
20% Contingency:	$23,798.52
Grand Total:	**$142,791.14**

Yours Truly,

Kevin Merlo

General Manager

Herzog Transit Services, Inc.

EXHIBIT A

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways CIP	4/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - St. Mike's underpass	3309980	572960	ENG18330E	42,792	
Capital Transfer to Roadways/Streets CIP	2320471	760330		42,792	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Roadways/Trails CIP St. Mike's Underpass - Capital Transfer from Impact Fees	3309980	660232		42,792	
				$ 128,376	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Allocate Impact Fees to Agua Fria/South Meadows Intersection Improvements Capital Project in the total amount of $42,792.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
330	42,792
232	(42,792)
TOTAL:	**0**

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

De Alva Calabaza 4/21/2025
Prepared By *{print name}* Date

Division Director Signature Date

Regina Wheeler
Regina Wheeler (May 7, 2025 14:09 MDT)
Department Director Signature Date

ALEXIS LOTERO (Jun 18, 2025 12:05 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

The Purchasing Memo
Date: May 27, 2025

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

From: Sebastian Gallegos, Project Administrator

Via: Jimmy Gunn, Interim Director

Subject: Airport Terminal and Parkin Lot Expansion, Amendment #4

Vendor Name: Bradbury Stamm

Munis Vendor Number: 1662

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of Amendment #4 to Contract Number 3203030 with Bradbury Stamm for Construction of the Airport Terminal building and Parking Lot Expansion. Amendment #4 increases the amount of compensation by $174,257.10 not to exceed including NMGRT for a total compensation of $26,000,000.00 not to exceed including NMRT.

CONTRACT NUMBER:

The FY21 Munis contract number is 3203030

BACKGROUND AND SUMMARY:

The Airport Terminal Expansion Project is near completion with this Amendment being the final change order. In this Change order the Airport will be credited for remaining balances on allowances, unused contingencies, and changed scope of work that were either not needed or not done, which were reallocated to other portions of this project. For unanticipated costs, services, and agreement for the construction at Santa Fe Regional Airport (SAF) in the total amount of $161,069.53 plus NMGRT ($13,187.57) Increasing the contract total, not to exceed ($25,259,174.05) with Bradbury Stamm Construction, Inc. This change will bring the SAF into Americans with Disabilities Act (ADA), Federal Aviation Administration (FAA), and Transportation Security Administration (TSA) compliances as well as City and State compliances. The Original Contract # 3203030, Item 21-0552, which was effective on October 14, 2021, and expires June 30, 2025. The history of this contract is as follows:

Original contract #3203030, Item #21-0552, totaled $21,406,646.88 including NMGRT ($1,665,646.88).

Amendment #1, Item #22-0512, to extend term of contract, no change in amount, total remained ($21,406,646.88) including NMGRT

Amendment #2, Item #23-0570, change order #1 to extend term of contract & increase contract amount by ($1,677,297.56) plus NMGRT ($137,328.73). increased the contract total to ($23,221,273.17).

Amendment #3, Item #23-0672 change order #2 to extend term of contract & increase contract amount by $1,722,605.46 plus NMGRT ($141,038.32). Increased contract total to ($25,084,916.95)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Airport/545

Munis Org Name/Number: Airport-Capital Project/5450407

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB# 22/00/B

Chief Procurement Officer (CPO) / Designee:_____ **Date:**_____

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:AIR195450B-Construct, AIR195450C-Construct, AIR2454506-Construct

Approval: _____ **Title:** _____**Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Procurement document: ITB
Vendor’s Bid
Certificate of Liability Insurance
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract#_3203030_____
Original Contract Item#_21-0552_____
ITB #: 22/00/B_____

CITY OF SANTA FE
AMENDMENT No. 4 TO
Construction Contract 3203030
ITEM# 21-0552

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION CONTRACT, dated October 14, 2021 (the "Contract"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction Inc.** (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 the work as noted in the specifications and construction drawings.

B. Pursuant to Article 13 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. THE WORK

Article 2 of the Contract is amended to reflect the work as described in EXHIBITS “A1-A2”, so that Article 2 reads as follows:

The City of Santa Fe wishes to establish a construction agreement for the Santa Fe Municipal Airport Terminal Building Expansion. This procurement will be based on a Lump Sum basis.

The Scope of Bids further defined in the Lump Sum Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved

directives and Change Orders as defined in EXHIBITS "A1-A2" attached.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions. measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits. fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

2. CONTRACT SUM

Article 4, paragraph A of the Contract is amended to increase the amount of compensation to include a change order raising costs by $174,257.10, including New Mexico gross receipts tax, and to ensure that the not-to-exceed amount includes sufficient funds that any work done during FY25 can be paid from the FY25 budget, so that Article 4, paragraph A reads in its entirety as follows:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Twenty-Six Million Dollars, and Five cents ($26,000,000.00), including New Mexico Gross Receipts Tax.

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. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE:_____

CONTRACTOR: BRADBURY STAMM CONSTRUCTION, INC.

Cynthia K. Schultz (Jun 12, 2025 09:42 MDT)
CYNTHIA SHULTZ, CHIEF EXECUTIVE OFFICER

DATE: 06/12/2025
CRS# 01-107415-00-9

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 12, 2025 09:49 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
CITY OF SANTA FE SANTA FE REGIONAL AIRPORT TERMINAL RENOVATION & EXPANSION	Contract For: GENERAL CONSTRUCTION Date: OCTOBER 14, 2021	Change Order Number: 03 Date: MARCH 31, 2025
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
CITY OF SANTA FE 200 LINCLON AVE SANTA FE, NM 87504	MOLZEN CORBIN 2701 MILES RD SE ALBUQUERQUE, NM 87106	BRADBURY STAMM CONSTRUCTION, INC 7110 SECOND STREET NW ALBUQUERQUE, NM 87107

The Contract is changed as follows:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

REFER TO ATTACHED COST PROPOSAL DESCRIPTIONS AND COST BREAKDOWNS

TOTAL: $ 161,069.53*

(*All figures on this Change Order DO NOT include NMGRT which will be added to billings.)

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$	19,741,000.00
The net change by previously authorized Change Orders	$	3,399,903.02
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$	23,140,903.02
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased) (unchanged)~~ by this Change Order in the amount of	$	161,069.53
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~, including this Change Order, will be	$	23,301,972.55

The Contract Time will be ~~(increased) (decreased)~~ (unchanged) by (0) days.

The new date of Substantial Completion will be JULY 9, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Molzen Corbin & Associates	Bradbury Stamm Construction	City of Santa Fe
SIGNATURE	SIGNATURE	SIGNATURE
John Q. Pate, RA / RLA	Amancio Sanchez, Project Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
3/31/2025	05/19/2025	
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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EXHIBIT "A2"

MOLZENCORBIN

CHANGE ORDER **#03** 3/31/2025

THE CONTRACT IS CHANGED AS FOLLOWS:

CSC #042.01	Fence relocation of an existing fence at the Gerald Peters Fence	$	6,942.04
CSC #069a	Reduction of costs from original scope of work on CSC#069 for Broadcasting system	$	(60,742.00)
CSC #070a	North expansion flooring credit, credit for work shown on CO #02	$	(30,385.10)
CSC #076b	Credit for work proposed on CSC 76a - Generator did not have the capacity to support the electrical load as previously discussed	$	(49,820.61)
CSC #079	Provide a Conveyor Programmable Logic Controller (PLC) as requested by TSA & Airlines	$	58,007.61
CSC #085	RFI #115 - Installation of low voltage concrete vault precast manhole, ring and cover to raise to proper grade	$	12,811.01
CSC #091	RFI #090 - Convert short term parking to employee parking lot between Signature and Aviation Services	$	31,237.66
CSC #092	ASI #022 - Construction and installation of (3) airline departure gate podiums	$	85,991.90
CSC #093	Credit - Leave existing 12" water line noted to be lowered. Lowering the water line is no longer required	$	(39,695.01)
CSC #094	Short term construction phasing temporary provisions 30 day time extension with General Conditions	$	73,013.66
CSC #095	RFI #123 - Airplane anchoring detailing and trash enclosure foundation detailing clarifications	$	14,562.95
CSC #096	RFI #124 - Roadway Signage credit to Owner	$	(10,000.00)
CSC #097.01	RFI #112 - Deletion of entrance road concrete islands & landscaping	$	(5,753.32)
CSC #098	RFI #120 - Long term parking lot entrance / exit concrete curb modifications	$	17,442.69
CSC #099.01	Short term parking phasing work to keep airport operational and accommodate traffic flow	$	13,007.56
CSC# 100	Grading at airplane and dumpster pad	$	12,617.21
CSC #101	Asphalt patching between Gate '0' and Aviation Drive to remedy ponding issue.	$	10,284.54
CSC #102	Asphalt patching at new baggage claim to accommodate ADA ramp / deck and light pole	$	2,316.93
CSC #103	ASI #025 - Installation of concrete retaining wall & header curb between dumpster driveways	$	13,249.00
CSC #104	Signature Aviation concrete work that included 6" drive pad, 4" sidewalk and ADA ramp to tie into existing concrete flat work	$	34,489.95
CSC #105	Install downspout to re-direct water from canale above electrical equipment in the Mechanical Courtyard	$	3,073.71
CSC #106	Planters A&B shown on Sheet L-102 did not received irrigation, it was an oversight by the Landscape Sub-contractor. Credit for irrigation and plants provided.	$	(3,436.75)
CSC #107	ASI #09 - Vestibule 102 was converted to Office 102. Same footprint used which eliminated the need for concrete footings. Credit to Owner	$	(2,998.00)
CSC #108.01	Deletion of the Irrigation fence and gates since the irrigation controller was relocated to the backside of the monument sign	$	(6,500.00)
CSC #109	Utility locates not previously included in previous Allowance D	$	9,498.76
Allowance	Electrical Allowance - Remaining Balance Not Used	$	(876.50)
Allowance	Gas Allowance - Remaining Balance Not Used	$	(1,270.26)
Allowance	Water Allowance- Remaining Balance Not Used	$	(6,764.56)
Allowance	Locate & Modify Allowance - Remaining Balance Not Used	$	(2,995.05)
Allowance	Special Testing Allowance - Remaining Balance Not Used	$	(6,936.00)
Allowance	Value Engineering 001 - Remaining Balance Not Used	$	(1,387.09)
Allowance	Value Engineering 002 - Remaining Balance Not Used	$	(982.40)
Allowance	Water Allowance (CSC #051) - Remaining Balance Not used	$	(3,079.00)
Contingency	Construction Contingency - Remaining Balance Not Used	$	(3,856.00)
	Sub-total	$	161,069.53
	Total:	**$**	**161,069.53**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2025

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: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED Bradbury Stamm Construction, Inc. 7110 2nd St NW Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Zurich American Insurance Company 16535 INSURER B : Allied World Insurance Company 22730 INSURER C : INSURER D : INSURER E : 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 X LOC OTHER:	X	X	GLO 2927129 - 02	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	BAP 2927130-02	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	0313-8176	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	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	WC 2927128-02	7/1/2024	7/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, Primary Non--Contributory, Waiver of Subrogation and 30 Day Notice of Cancellation apply per attached policy forms.

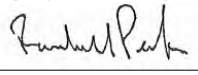
CERTIFICATE HOLDER

Santa Fe Regional Airport – Terminal Expansion
121 Aviation Drive
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



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Item# 23-0672
Munis Contract# 3203030

CITY OF SANTA FE
AMENDMENT No. 3 TO
TO CONSTRUCTION AGREEMENT
ITEM# 21-0552

This AMENDMENT No. **3** (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 14, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc.** (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, the Contractor has agreed to provide the work as noted in the specifications and construction drawings.

B. Pursuant to Article 13 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:

1. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3, paragraph 1 of this Agreement is hereby amended to increase the term by 150 calendar days as follows:

"Substantial completion shall be achieved not later than nine hundred seventy-three (973) calendar days after the date of the written "Notice to Proceed", except as hereafter extended by a valid written Change Order by the Owner."

2. SCOPE OF SERVICES

Article 1 of the Agreement is amended to include Exhibit "A", "B" and "C" to this Amendment 3 in the list of Contract Documents.

3. COMPENSATION.

Article 4, of the Agreement is amended to increase the amount of compensation by a total of $1,722,605.46 so that Article 4, paragraph A reads in its entirety as follows:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Twenty-Three Million One Hundred Forty Thousand Dollars Nine Hundred and Three dollars and Two cents. ($23,140,903.02).

4. 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. 3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 4, 2023

CONTRACTOR:

Bradbury Stamm Construction, Inc
Cynthia Schultz
Chief Executive Office

DATE: 10/26/23
CRS# 01-107475-00-9
Registration # 227459

ATTEST:

Geralyn Cardenas (Dec 5, 2023 16:20 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/29/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 25, 2023 13:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 5, 2023 21:00 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.572970 AL
AL
Org/Object

Item# 23-0570
Munis Contract# 3203030

CITY OF SANTA FE
AMENDMENT No. 2 TO
TO CONSTRUCTION AGREEMENT
ITEM# 21-0552

This AMENDMENT No. **2** (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 14, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc.** (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 work as noted in the specifications and construction drawings.

B. Pursuant to Article 13 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:

1. THE CONTRACT DOCUMENTS:

Article 1 of the Agreement is hereby amended to include Exhibits A and B to this Amendment 2 in the list of Contract Documents.

2. THE WORK

Article 2 of the Agreement is amended to include Exhibit "A" and Exhibit "B".

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is hereby amended to increase the term by 345 calendar days as follows:

"Substantial completion shall be achieved not later than eight hundred twenty three (823) calendar days after the date of the written "Notice to Proceed", except as hereafter extended by a valid written change order by the Owner."

4. COMPENSATION.

Article 4 of the Agreement is amended to increase the amount of compensation by a total of $1,677,297.56 so that Article 4 reads in its entirety as follows:

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of twenty-one million four hundred eighteen thousand two hundred and ninety-seven dollars and fifty-six cents ($21,418,297.56).

4. 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, MAYOR

DATE: Sep 15, 2023

CONTRACTOR:
Bradbury Stamm Construction, Inc

Cynthia Schultz
Chief Executive Office

DATE: 8/31/2023
CRS# 01-107415-00-9
Registration # 227459

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 09/13/2023

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 30, 2023 09:01 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 15, 2023 11:50 MDT)
EMILY OSTER, FINANCE DIRECTOR

5450407.572970 AH
Org/Object AH

Item# **22-0512**
Munis Contract#: **3203030**

CITY OF SANTA FE
AMENDMENT No. 1
TO CONSTRUCTION AGREEMENT
ITEM# 21-0552

This AMENDMENT No. **1** (the "Amendment") amends the CITY OF SANTA FE CONSTRUCTION AGREEMENT, dated **October 13, 2021** (the "Agreement"), between the City of Santa Fe (the "City") and **Bradbury Stamm Construction, Inc**. (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 work as noted in the specifications and construction drawings

B. Pursuant to Article 13 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:

1. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is hereby amended to increase the term by **118** calendar days as follows:

"Substantial completion shall be achieved not later than four-hundred and seventy eight (478) calendar days after the date of the written "Notice to Proceed", except as hereafter extended by a valid written change order by the Owner."

2. TERM:
Article 11 of the Agreement is hereby amended, so that Article 11 reads as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY OWNER. This Agreement shall be approved by the OWNER and terminate on **June 30, 2025**. The OWNER 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 Sections 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 Webber (Oct 29, 2022 03:12 CDT)

ALAN WEBBER, MAYOR

DATE: Oct 29, 2022

CONTRACTOR:

Bradbury Stamm Construction, Inc
Cynthia Schultz
Chief Executive Office

DATE: 10/5/22
CRS# 01-107415-00-9
Registration # 227459

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 10/26/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Oct 4, 2022 08:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster (Oct 28, 2022 17:51 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org and Object

CITY OF SANTA FE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this 14th day of Oct., 2021, by and between the parties as follows:

Awarded Contractor(s):
Bradbury Stamm Construction, Inc.
7110 Second Street NW
Albuquerque, NM 87107

Contract Number: #3203030

Ship To:
All City of Santa Fe Departments and Political Subdivisions allowed by Law

Title: Santa Fe Regional Airport Terminal Building Expansion Bid # 22/14/B

Invoice To:
City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

Payment Terms: Net 30

F.O.B.: Destination

Term:

Delivery: As requested by Department

Chief Procurement Officer:
Fran Dunaway

Telephone No: 505-955-6432

Email: fadunaway@santafenm.gov

RECITALS

WHEREAS, the Owner, through its Governing Body, is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 (Repl.Pamp. 1997), Municipal Charter and Code of Ordinances City of Santa Fe, New Mexico; and

WHEREAS, the Owner has let this contract according to the established Purchasing procedures pursuant to Chapter 13 NMSA 1978 for Contracts of the type and amount; and

WHEREAS, the award of the Construction Contract on this Project was approved by the City of Santa Fe Governing Body.

The OWNER and the CONTRACTOR agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

ITB # 22/00/B	Notice to Proceed
This Agreement	Conditions of the Contract (General 7000, Supplementary, 8000, and Other Conditions)
Performance Bond	Drawings
Labor and Material Payment Bond	Certificate of Insurance
Technical Specifications	
All Addenda Issued Prior to, and all Modifications	

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this Agreement, or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The City of Santa Fe wishes to establish a construction agreement for the Santa Fe Municipal Airport Terminal Building Expansion. This procurement will be based on a Lump Sum basis.

The Scope of Bids further defined in the Lump Sum Bid schedule and the Construction Drawings.

The Contractor shall be responsible for adherence to the Contract Documents Specifications, and approved directives and Change Orders.

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions submitting a Bid.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment Regulations.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". Substantial Completion shall be achieved not later than three hundred and sixty (360) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of this Contract, to pay to the Owner the amount of Two Hundred and Fifty Dollars ($ 250.00) per consecutive calendar day, not as a penalty, but as liquidated damagesfor such breach of this Contract.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Nineteen Million Seven Hundred and Forty-One Thousand Dollars and no Hundredths ($19,741,000.00).

The Contract sum is determined as follows:

Lump Sum Nineteen Million Seven Hundred and Forty-One Thousand Dollars and No Hundredths ($19,741,000.00), exclusive of New Mexico Gross Receipts Tax.

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner 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 receipt by the Owner, of the undisputed 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 Owner; 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 Architect/Engineer shall determine for all

incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

ARTICLE 6

FINAL PAYMENT

Final, payment, constituting the entire undisputed, unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within ten (10) days after notification of the Owner, by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

ARTICLE 7

GENERAL AND SPECIAL PROVISIONS

7.1 This Agreement shall be governed exclusively by the provisions hereof, and by the City of Santa Fe, as the same from time to time exist.

7.2 Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

7.3 As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

7.4 The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

7.5 This Agreement shall not become effective until:

A. Approved by the Governing Body of the City of Santa Fe ; and
B. Signed by all parties which are required to sign this Agreement.

7.6 The Contractor and his agents and employees are independent contractors, and are not employees of the City of Santa Fe. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the City of Santa Fe, as a result of this Agreement.

7.7 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees, and the City of Santa Fe from all liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

7.8 The Contractor agrees not to purport to bind the City of Santa Fe to any obligation not assumed herein by the City of Santa Fe unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.9 **Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

City of Santa Fe
Santa Fe Municipal Airport
200 Lincoln Ave.
Santa Fe, New Mexico 87504
Telephone: (505)
Email:

THE CONTRACTOR:

Bradbury Stamm Construction, Inc.
7110 2nd Street NW
Albuquerque, New Mexico 87107
Telephone: (505) 765-1200
Email: CSchultz@bradburystamm.com

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

7.10 **Gender, Singular/Plural.** Words of any gender used in this Agreement 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 requires otherwise.

7.11 **Captions and Section Headings.** The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

7.12 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

7.13 **Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

7.14 **Separability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

7.15 **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be

construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

7.16 **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

7.17 **Interchangeable Terms.** For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

7.18 **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 meanings. In the event of a conflict, the more stringent meaning shall govern.

7.19 **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.

7.20 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

7.21 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1, and except for Modifications issued after execution of this Agreement, are enumerated as follows:

7.21.1 The following documents bound in the Project Manual dated: September 20, 2021

DOCUMENTS (if not applicable insert N/A)	**PAGE**
Bid Form	35
Agreement between Owner and Contractor	107
Performance Bond	119
Labor and Material Payment Bond	
Agent's Affidavit	*Accompanies Bid
Certificate of Insurance	*Accompanies Bid
Assignment of Antitrust Claims	
Notice to Proceed	135
General Conditions	139
Supplementary Conditions	193
Addenda and Modifications	

SPECIFICATIONS (if not applicable insert N/A)	See Technical Specifications
Division 1 - General Requirements	
Summary of Work	Section 01 10 00 – Summary
Definitions and Standards	Section 01 42 00 – Reference Standards
Reporting and Payment	Section 01 29 00 – Payment Procedures
Procedures and Controls	Section 01 33 00 – Submittal Procedures and Section 01 45 00 – Quality Control
Submittals	Section 01 33 00 – Submittal Procedures
Temporary Facilities	Section 01 50 00 – Temporary Facilities and Controls
Products and Substitutions	Section 01 60 00 – Product Requirements
Project Close out	Section 01 78 00 – Closeout Submittals

7.21.2 The following Drawings, dated: September 20, 2021

7.21.3 Addenda (if not applicable insert N/A)

No. 1 Date: September 13, 2021

No. 2 Date: September 15, 2021

No. 3 Date: September 20, 2021

7.22 A potential contractor, or the Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If contractor fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

8. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Owner 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 Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Owner 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.

9. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Owner, 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 Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. **New Mexico Tort Claims Act**

Any liability incurred by the Owner 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 Owner 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.

11. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE OWNER. This Agreement shall begin on date approved by the Owner, and end on June 30, 2025. The Owner 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.

12. **Termination**

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

B. Notice; Owner Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 12.A and 8, the Owner shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give Owner written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Owner's material breaches of this Agreement upon which the termination is based and (ii) state what the Owner must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Owner 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 Owner 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 Owner; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Owner; or (iii) the Agreement is terminated pursuant to Paragraph 8, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Owner'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 OWNER'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

13. **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.

REVIEWED:

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: Oct 14, 2021

CONTRACTOR:

Bradbury Stamm Construction, Inc.
Cynthia Schultz
Chief Executive Officer

DATE: 10/7/21

CRS#01-107415-00-9

Registration #227459

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 10/13/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 8, 2021 09:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY. FINANCE DIRECTOR

Org. Name Org#

Airport Terminal and Parkin Lot Expansion Amendment #4

Contact # 3203030

Original Contract Item # 21-0552

The signed Amendment has official documentation for this Change Order, however this document is to supplement with specific amounts, A&E drawings, and extra documentation to corroborate the Amendment. These were removed from the formal documentation, due to the bulk number of pages in the document rendering the file unable to be routed. This information has specific importance to the Amendment but is added separately for your review.

Sincerely,

Sebastian Gallegos, Airport Project Administrator.

SFG

CITY OF SANTA FE

Memorandum

Date: June 5, 2025

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

From: Gabrielle Chavez, Transit Director of Administration GC

Via: Regina Wheeler, Public Works Department Director RW

RE: FY26 NCRTD Regional Tax Distribution for the City of Santa Fe

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EXECUTIVE SUMMARY:

The proposed resolution requests Governing Body approval for the City of Santa Fe's ("City's") Regional Fiscal Year 2026 ("FY2026") Annual Transit Service Plan accepting the North Central Regional Transit District's (NCRTD) FY2026 proposed funding to provide $1,421,890 to the City for operating costs of Regional Transit services. Should the Governing Body approve the Regional FY2026 Annual Transit Service Plan via this resolution, the Public Works Department will forward a copy of the Resolution to the Board of Directors of the NCRTD for its approval.

BACKGROUND:

NCRTD was created in 2004 by agreement between the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, and Tesuque Pueblo. In 2008, the City withdrew from the NCRTD, and the NCRTD then updated the terms of membership in its Resolution 2008-11. As a result of City Resolution 2008-14, the City re-joined the NCRTD and expanded City-delivered transit services to provide connected transportation to and from the Rail Runner. These regional, City-delivered transit services make the City eligible to receive its portion of the regional transit district increment of Gross Receipt Tax revenue managed by the NCRTD.

The services provided by Santa Fe Trails are outlined in the City's Regional FY2026 Annual Transit Service Plan. The services include connections to and from the Rail Runner, the Santa Fe Pick- Up Historic District Shuttle, and Special Events Services.

NCRTD requires that this resolution be provided to the NCRTD Board by July 24, 2025, to secure this funding for regional transit services provided by the City.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2026; ACCEPTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S (NCRTD'S) FISCAL YEAR 2026 PROPOSED FUNDING OF REGIONAL SERVICES PROVIDED BY THE CITY OF SANTA FE ("CITY") OF $1,421,890; AND APPROVING SUBMITTING THE CITY'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2026 TO THE NCRTD'S BOARD OF DIRECTORS FOR APPROVAL.

WHEREAS, the Regional Transit Act, NMSA 1978, Section 73-25-4, authorizes a combination of two (2) or more governmental entities to create a regional transit district; and

WHEREAS, the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe ("City"), Santa Fe County, and Tesuque Pueblo entered an agreement to create the North Central Regional Transit District ("NCRTD") in 2004; and

WHEREAS, Resolution 2008-55 withdrew the City from the NCRTD; and

WHEREAS, NCRTD's Resolution 2008-14 stated that "in order to create a truly effective and efficient regional system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the City of Santa Fe should be a member of the District" and updated terms of the membership; and

WHEREAS, through Resolution 2008-87, the City joined the NCRTD under the updated terms of NCRTD's Resolution 2008-14 and, soon thereafter, expanded City-delivered transit services to provide connected transportation to and from the Rail Runner, through funding made available by the NCRTD; and

WHEREAS, the City provides regional service routes as described in the Annual Transit Service Plan detailed below, and NCRTD's Resolution 2011-10 requires that, prior to committing Regional Transit Gross Receipts Transit taxes, the routes must be included in the City's "annual service plan and adopted by the NCRTD Board as well"; and

WHEREAS, the Transit Division of the City's Public Works Department has implemented the following regional transit services for adoption as the City's Regional Fiscal Year 2026 Annual Transit Service Plan:

1. Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as Rancho Viejo and Santa Fe Community College;

2. Santa Fe Trails Route 2 and 4, serving inbound and outbound Rail Runner trains at South Capitol Station;

3. Santa Fe Pick-Up Historic District Shuttle operations, providing shuttle service to and from the Rail Runner station at the Railyard and downtown destinations;

4. Special Event Services to:

    a. accommodate visitors and residents alike;

    b. meet increased demand for Rail Runner transfers;

    c. Folk Art Market, Spanish Market, and Indian Market weekends; and

annual community celebrations of Zozobra and the Canyon Road Farolito Walk; and

WHEREAS, the Public Works Department understands that NCRTD has identified funding in the amount of $1,421,890 in its Fiscal Year 2026 budget to keep the aforementioned regional services, operated by the City, funded and operating through Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it adopts the City's Regional Fiscal Year 2026 Annual Transit Service Plan described above.

BE IT FURTHER RESOLVED that the City will accept NCRTD's reimbursement to the City for regional transit services it provides, up to $1,421,890.

BE IT FURTHER RESOLVED that a representative from the Public Works Department shall forward a copy of this Resolution to NCRTD's Board of Directors.

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 17, 2025 11:56 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Adopting NCRTD's City of Santa Fe's Regional FY 2026

FIR No. 10690.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting NCRTD's City of Santa Fe Regional FY 2026 Annual Transit Service Plan

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): Public Works Department-Transit Division

Staff Completing FIR: Gabrielle Chavez **Date:** 6/9/2025 **Phone:** (505) 469-3405

Reviewed by City Attorney: Erin McSherry **Date:** 06/17/2025
Erin McSherry (Jun 17, 2025 11:56 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/17/2025

Summary:
This resolution accepts the Fiscal year 2026 ("FY2026") North Central Regional Transit District's ("NCRTD") proposed funding to provide $1,421,890 to the City of Santa Fe ("City") for regional transit services and approves the City's Regional FY2026 Annual Transit Service Plan.

Departments Affected:
Public Works Department (Transit Division).

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's Transit Division will not receive reimbursement up to $1,421,890 of Regional Transit Gross Receipt taxes due to the City for connection transportation services provided by Santa Fe Trails to and from the Rail Runner and other agreed upon routes and special events.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Approval of the City's Regional FY2026 Annual Transit Service Plan will allow continued operation of a number of transit services currently in operation, that are funded through the Regional Transit tax dispersed by the NCRTD.

Fiscal Implications:
The NCRTD's approved FY2026 budget includes $1,421,890 allocated to the City for expenditures for Regional Transit services on behalf of the NCRTD. These services will be delivered by Santa Fe Trails as indicated in the City's Regional FY2026 Annual Transit Service Plan. Funding is recuperated quarterly by way of invoicing NCRTD for services provided.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	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:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The NCRTD's approved FY2026 budget includes $1,421,890.00 allocated to the City for expenditures for regional transit services on behalf of the NCRTD. These services will be delivered by Santa Fe Trails as indicated in the City's Regional Transit Service Plan.

Signature: Regina Wheeler
Regina Wheeler (Jun 17, 2025 14:19 MDT)

Email: rawheeler@santafenm.gov

Signature:
Gabrielle Chavez (Jun 17, 2025 14:27 MDT)

Email: gnchavez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 30, 2025

To: Governing Body and Quality of Life Committee

From: Marci Eannarino; Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry; City Attorney EM

RE: Ballot question to require consent to a mayor's removal of a city manager, city attorney, or city clerk

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EXECUTIVE SUMMARY:

The resolution proposes to submit a ballot question to the City of Santa Fe ("City") voters during the November 4, 2025, regular election. Currently, Section 5.01(G), of the City's Charter allows a mayor to "have the authority to remove the city manager, city attorney and city clerk without council approval". The ballot question would amend the City's Charter to require governing body consent before removal of a city manager, city attorney, or city clerk.

BACKGROUND:

The process for placing a question on the ballot considers the following items:

- Section 10.02 of the City's Charter states, "This Charter may be amended or repealed as provided by law. The city attorney shall review and render and publish a public opinion as to the legality and form of any proposed charter amendment before it is submitted to the voters."
- State law, NMSA 1978, Section 3-15-16 states that a home rule municipality may amend its Charter "by a proposal submitted by the governing body of the municipality to the qualified electors."
- Therefore, a Resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document its wish to submit a proposal to the electors.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

A RESOLUTION

PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION, REGARDING AMENDING THE CITY'S CHARTER TO REQUIRE GOVERNING BODY CONSENT BEFORE A MAYOR CAN REMOVE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK.

WHEREAS, Article 5.01(G) of the City of Santa Fe's ("City's") Charter ("Charter") authorizes a mayor to "remove the city manager, city attorney and city clerk without council approval"; and

WHEREAS, the positions of city manager, city attorney, and city clerk are critical and directly influence the administration, legal integrity, and transparency of City government; and

WHEREAS, Article 5.01(E) of the Charter requires governing body consent to a mayor's appointment of a city manager, city attorney, and city clerk; and

WHEREAS, it is reasonable to require governing body consent before a mayor removes a city manager, city attorney, or city clerk as well; and

WHEREAS, amending Charter, Article 5.01(G) is necessary to require council consent to a mayor's removal of a city manager, city attorney, or city clerk; and

WHEREAS, the City's Charter states that it may be "amended or repealed as provided by law"; and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality may amend its Charter by submitting a proposal to the qualified electors; and

WHEREAS, to require governing body consent to a mayor's removal of a city manager, city attorney, or city clerk, Article 5.01(G) of the Charter should be amended to read as follows:

5.01. – Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. Have a vote on all matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commission;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties

to suppress disorders and keep the peace;

J. Propose programs and policies to the governing body;

K. Represent the city in intergovernmental relationships;

L. Present an annual state of the city message which shall identify, among other matters, the mayor's legislative agenda for the upcoming year;

M. Work with city personnel and timely prepare an annual budget and proposed spending priority for review and approval by the finance committee and the governing body;

N. Be recognized as head of the city government for all ceremonial purpose; and

O. Be recognized by the governor for purpose of military law.

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that it wishes to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it proposes placing the following question on the ballot during the regular, local election on November 4, 2025:

REQUIRING GOVERNING BODY CONSENT FOR A MAYOR'S REMOVAL OF THE CITY MANAGER, CITY ATTORNEY, OR CITY CLERK

Should the Santa Fe Municipal Charter be amended to require governing body consent before a mayor may remove a city manager, city attorney, or city clerk?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Santa Fe County Clerk no later than August 26, 2025.

BE IT FURTHER RESOLVED that if the voters approve the above ballot question, then the City's Charter shall be amended as follows:

5.01. – Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. Have a vote on all matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commission;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

J. Propose programs and policies to the governing body;

K. Represent the city in intergovernmental relationships;

L. Present an annual state of the city message which shall identify, among other matters, the mayor's legislative agenda for the upcoming year;

M. Work with city personnel and timely prepare an annual budget and proposed spending priority for review and approval by the finance committee and the governing body;

N. Be recognized as head of the city government for all ceremonial purpose; and

O. Be recognized by the governor for purpose of military law.

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 18, 2025 12:51 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Amending Charter to Require Council Approval for Removal of City Manager, City Attorney, & City Clerk

FIR No. 10687.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Ballot question to require conset to a mayor's removal of a city manager, city attorney, or city clerk

Sponsor(s): Councilors Pilar Faulkner and Lee Garcia

Reviewing Department(s): City Attorney's Office; City Clerk's Office

Staff Completing FIR: Marci Eannarino; Legislation and Policy Innovation Manager

Date: 6/11/2025 **Phone:** (505) 955-6518

Reviewed by City Attorney: Erin McSherry **Date:** 06/18/2025
Erin McSherry (Jun 18, 2025 12:51 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/18/2025

Summary:
The resolution proposes a ballot question to be submitted to the City of Santa Fe ("City") voters during the November 4, 2025, regular election. Currently, Section 5.01(G), of the City's Charter allows a mayor to "have the authority to remove the city manager, city attorney and city clerk without council approval". The ballot question would amend the City's Charter to require Governing Body consent for a mayor's removal of a city manager, city attorney, or city clerk.

Departments Affected:
Mayor; Governing Body; City Manager; City Attorney; City Clerk

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the proposed ballot question will not be added to the ballot for the general election on November 4, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This Resolution would require the City Clerk to present the ballot question to the Santa Fe County Clerk no later than August 26, 2025.

Fiscal Implications:
*** Should the Governing Body adopt the Resolution, the City Clerk would then present the approved ballot question to the Santa Fe County Clerk by August 26, 2025.

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: Marci Annarino

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 3, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan Hook, Water Resources Coordinator AGH

Via: Jesse Roach, Interim Public Utilities Director JR

RE: Water Trust Board Project No. WPF-6315, Funding of $2,000,000 for San Juan-Chama Return Pipeline Project

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EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $800,000 as well as a grant of $1,200,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe (City), New Mexico. The total amount, $2,000,000, would finance the cost of designing a new pipeline and pumps to reclaim treated effluent water derived from the San Juan-Chama Project water for reuse via return flow credits and increased diversions at the Buckman Direct Diversion intake. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978, § 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City.

BACKGROUND: The design for the proposed new San Juan-Chama Return Pipeline Project and pumps to return San Juan-Chama Project source effluent water for reuse via return flow credits and increased diversions is for the purpose of adding resiliency to Santa Fe's regional water supply, which is threatened by drought, climate change and wildfire.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-15

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

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 AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $2,000,000, INCLUDING A LOAN IN THE AMOUNT OF $800,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING A NEW PIPELINE AND PUMP TO RETURN SAN JUAN-CHAMA PROJECT SOURCE EFFLUENT WATER FOR REUSE VIA RETURN FLOW CREDITS AND INCREASED DIVERSIONS, 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

underscored material = new [~~bracketed material~~] = delete

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 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 New Mexico Finance Authority ("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, 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 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, 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 FinanceAct, NMSA 1978, §§ 72-4A-1 through 72-4A-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 $3,440,053.

"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, § 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 and the mayor 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 $1,200,000.

"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 $800,000.

"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 $2,000,000.

"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, § 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 necessary 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, § 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 $1,200,000 and borrowing the Loan Amount of $800,000 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 $1,200,000 and the Loan shall be in the amount of $800,000. 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 the 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. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 18, 2025 12:54 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/2025-15/WPF 6316 $2,000,000 for SJC Return Flow Project

Attachment A

$2,000,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

August 8, 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 August 8, 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 $800,000 from the Lender/Grantor and to accept a grant in the amount of $1,200,000 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 $3,440,053.

"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 duly organized City Council and Mayor 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 $1,200,000.

"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 $800,000.

"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 $2,000,000.

"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 25, 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 storage, conveyance or delivery of water to end users. 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 engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the Project or System designed during its Useful Life; 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 will be conducted and completed 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 will be conducted and completed; 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 plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency. 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 Project shall be designed to have a structural and material design life of 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 acquisition 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, 2025, 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_____
Mark Chaiken, General Counsel

IN WITNESS WHEREOF, the City of Santa Fe has 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:

Peter Franklin
Peter Franklin (Jun 12, 2025 17:05 MDT)

PETER L. FRANKLIN, BOND COUNSEL TO THE CITY OF SANTA FE

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT "A"

TERM SHEET

$2,000,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of designing a new pipeline and pump to return San Juan-Chama Project source effluent water for reuse via return flow credits and increased diversions, 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:	$1,200,000
Loan Amount:	$800,000
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:	WPF-6316
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted June 25, 2025
Additional Funding Amount:	$3,440,053
Closing Date:	August 8, 2025

Project Account Amount: $2,000,000

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, 2027 and ending June 1, 2046. 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: $2,000,000 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-6315 Closing Date: August 8, 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: $_____

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-6315 **Project Name**: San Juan-Chama return pipeline **Project Type**: Design

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan 40% Grant 60% Match $3,440,053

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: $2,000,000 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-6315

Closing Date: August 8, 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. _____ adopted by the Borrower/Grantee on June 25, 2025

2. Ordinance No. _____ adopted on June 25, 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)

Loan Agreement WPF-6315

Final Audit Report 2025-06-12

Created:	2025-06-12
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASWOnerbCoHcomVpThek7MjplWK4IG3Cj

"Loan Agreement WPF-6315" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-12 - 11:03:34 PM GMT- IP address: 63.232.20.2

Document emailed to pfranklin@modrall.com for signature
2025-06-12 - 11:04:16 PM GMT

Email viewed by pfranklin@modrall.com
2025-06-12 - 11:04:46 PM GMT- IP address: 140.82.170.66

Signer pfranklin@modrall.com entered name at signing as Peter Franklin
2025-06-12 - 11:05:18 PM GMT- IP address: 140.82.170.66

Document e-signed by Peter Franklin (pfranklin@modrall.com)
Signature Date: 2025-06-12 - 11:05:20 PM GMT - Time Source: server- IP address: 140.82.170.66

Agreement completed.
2025-06-12 - 11:05:20 PM GMT

FIR No. 10688

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): New Mexico Finance Authority Funding of $2,000,000 for San Juan Return Pipeline Project

Sponsor(s): Councilors Amanda Chavez and Carol Romero-Wirth

Reviewing Department(s): _____

Staff Completing FIR: Alan Hook, Water Resources Coordinator

Date: 6/3/2025 **Phone:** (505) 955-4205

Reviewed by City Attorney: Erin McSherry **Date:** 06/18/2025
Erin McSherry (Jun 18, 2025 12:54 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/18/2025

Summary:
The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $800,000 as well as a grant of $1,200,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe (City), New Mexico. The total amount, $2,000,000, would finance the cost of designing a new pipeline and pumps to reclaim treated effluent water derived from San Juan-Chama Project water for reuse via return flow credits and increased diversions at the Buckman Direct Diversion intake. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). As regards the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize funds for a total of two million dollars ($2,000,000) in the form of a loan of eight-hundred thousand dollars ($800,000) and a grant of one million, two-hundred thousand dollars ($1,200,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Not at this time.

Performance and Administrative Implications:
Water Division staff will immediately submit contractor invoices for reimbursement toward design of the San Juan-Chama Return Pipeline 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 two million dollars ($2,000,000) for the purpose of designing a new pipeline and pumps to return reclaimed, treated effluent water derived from San Juan-Chama Project water for reuse via return flow credits and increased diversions at the Buckman Direct Diversion intake. These funds take the form of two agreements—a loan for eight hundred thousand dollars ($800,000) and a grant for one million, two-hundred thousand dollars ($1,200,000). The loan portion of the 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	$2,000,000	$	$		NR	505	
Operating	$	$	$41,058.30		R		$
Total:	$2,000,000	$					$

Expenditure Narrative:

The City will spend both portions of the agreement—the grant portion will be one million two hundred thousand dollars ($1,200,000), while the loan portion will be eight hundred thousand dollars ($800,000), with a grand total of two million dollars ($2,000,000). The payment to the contractor will occur in FY2025 for expenditures that occurred after the award letter, dated August 30, 2024. According to Exhibit B, which is included in Attachment A of the resolution, the loan repayment begins June 1, 2027, and will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $800,000 portion of the loan debt. The interest expenditure on the $800,000 loan will be in the total amount of $21,166 by FYE 2046.

Revenue/Loan Proceeds

Revenue/Loan Proceeds	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise- Grant	$ 1,200,000	$	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		

Other- Loan Proceeds	$ 800,000	$	$		
Total	$2,000,000	$	$		

Revenue Narrative:

Should the Governing Body adopt this bill, the City will receive one million two-hundred thousand dollars ($1,200,000) grant funding and eight hundred thousand dollars ($800,000) in loan funding for a total of two million dollars ($2,000,000) to support water project funds toward the Nichols Dam Repair Project. Loan proceeds are borrowed funds that must be repaid and are therefore not revenue. The anticipated receipt of the full $2,00,000 including both the grant funding and the loan proceeds is shown here to illustrate the effect of the transaction in generating cash.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: aghook@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: March 21, 2025

To: Governing Body, Economic Development Advisory Committee, Quality of Life Committee, Finance Committee

From: Daniel Hernandez, Director of Metropolitan Development Agency DH
Carly Venditti, Asset Development Manager, Metropolitan Development Agency CV

Via: Mark Scott, City Manager MS
Johanna Nelson, Office of Economic Development Director and Interim Director of Affordable Housing JN

RE: Making a Finding of Necessity in the Midtown LINC Overlay District and Approving the Designation of a Metropolitan Redevelopment Area

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EXECUTIVE SUMMARY:

The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential portion, as a "Metropolitan Redevelopment Area," as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8.

BACKGROUND:

For a "finding of necessity", as described in SFCC 1987, Section 7-2.8, the Governing Body must adopt a resolution concluding that one or more particular areas of the City meet the criteria described in code: 1) the area is either a slum or blighted and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city. In this particular case, the Midtown LINC, as described in Section 14-5.5(5)(D)(2) and further defined in Attachment B of the Resolution, is the area of interest. The area of interest also includes the deteriorated sixty-four (64) acre, City-owned parcel known as the "Midtown Site", which has been slated for redevelopment pursuant to the Midtown Master Plan approved in December 2022 through Resolution No. 2022-68.

As is described in the *Midtown Metropolitan Development Plan: Designation Report* ("Report") (attached as Attachment A of the Resolution), the Midtown LINC consists of diverse tracts of land characterized by multiple designation criteria, demonstrating that the Midtown LINC area is inconsistent with the land use goals described in SFCC 1987, Section 14-1.3, "General Purposes".

The goals described under Section 14-1.3 establish that the use of land in Santa Fe as an MRA should "create conditions favorable to the health, safety, convenience, prosperity, and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails, providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for appropriate distribution of population and traffic." Specifically of note, the Report identifies conditions such as faulty platting, defective and inadequate street layout, as well as deteriorating structures and infrastructure, that negatively impact economic development, redevelopment, and diverse uses, including housing, in the proposed designated area.

The Midtown LINC also lies within two designated census tracts, 11.03 and 10.02, which are "qualified opportunity" zones, as defined by 26 USCA, Section 1400Z–1. This section of United States Code creates an economic development tool that allows people to invest in distressed areas, the purpose of which is to spur economic development and job creation in distressed communities by providing tax benefits to investors.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC") consists of diverse tracts of land which, according to a study commissioned by the City, the

Midtown Metropolitan Development Plan: Designation Report, Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment

B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property, is designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

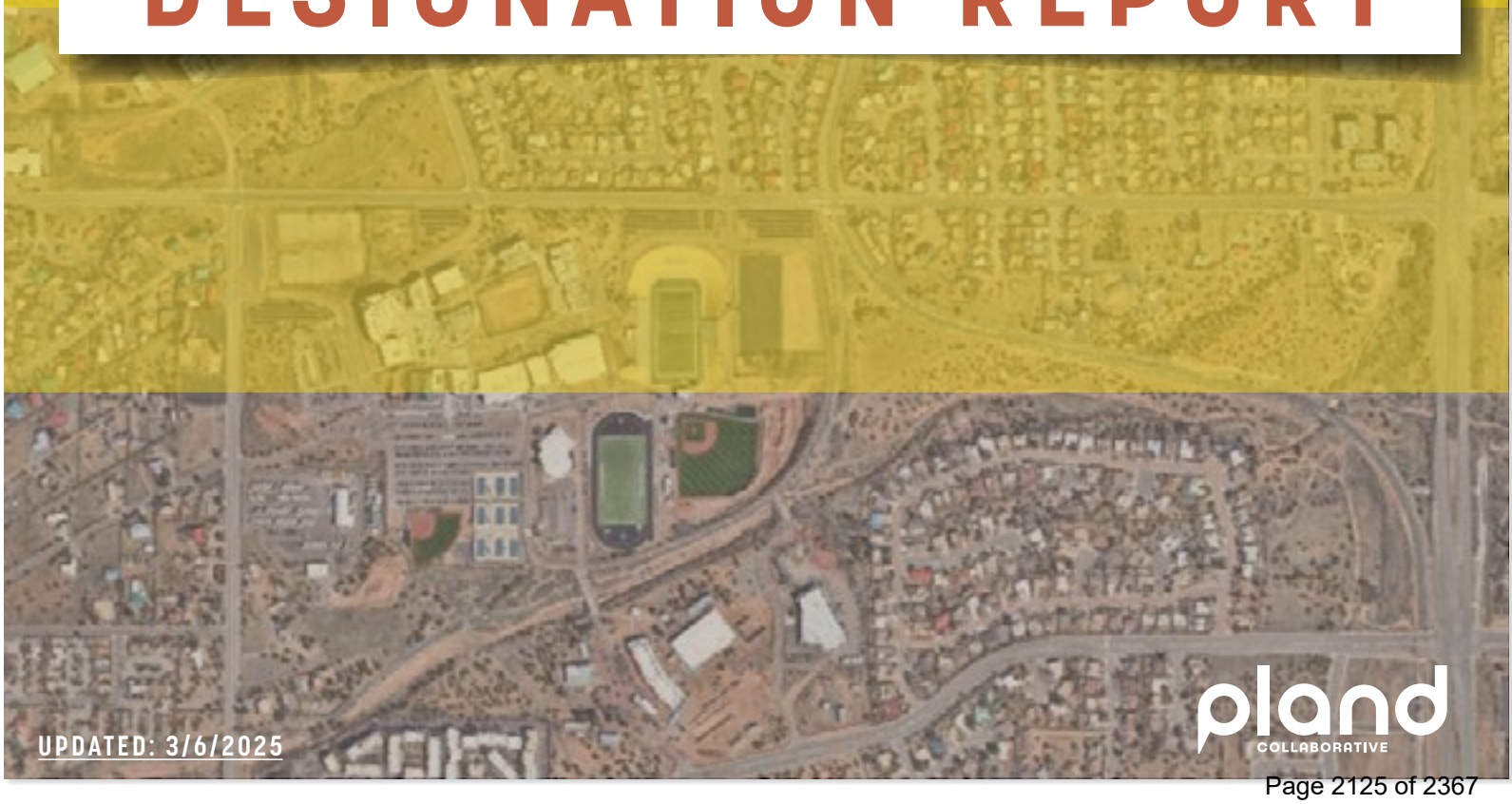
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Midtown Redevelopment Area Designation

Attachment A

MIDTOWN METROPOLITAN
REDEVELOPMENT PLAN

DESIGNATION REPORT



UPDATED: 3/6/2025

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INTRODUCTION

The Santa Fe Midtown Metropolitan Redevelopment Area (MRA) is a bold step toward revitalizing the heart of Santa Fe. Building on years of community-driven planning, this initiative will transform the Midtown District into a hub for arts, culture, economic growth, and mixed-income housing.

By designating the district as an MRA, Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options. This strategic action was included in the Midtown Community Development Plan and aligns with the Midtown Master Plan to ensure mixed-use, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BACKGROUND

The Midtown Site, located in the geographic center of Santa Fe, and the broader St. Michael's Drive / Cerrillos Road corridor, are full of possibilities. The Midtown Redevelopment Plans, which included the Midtown Master Plan and the Midtown Community Development Plan, were unanimously approved by the City of Santa Fe Governing Body in November 2022 and January 2023. This marked a significant milestone for realizing the community and economic development potential of both the city-owned 64-acre Midtown Site and the broader Midtown District.

The redevelopment plans for the Midtown Site capitalized on the groundbreaking planning and rezoning work that was approved in October 2016, known as the Midtown Local Innovation Corridor (LINC) Overlay District. Additionally, the Midtown District was designated a federal Opportunity Zone in 2017 to spur economic development by providing tax benefits to investors and encouraging long-term investments in low-income neighborhoods.

These efforts stand on the shoulders of the 2012 RE:Mike project. This process re-envisioned the St. Michael's Drive commercial corridor. It established community priorities for redesigning and rebuilding the public right of way to create safe pedestrian and bike-friendly streets along a mixed-use corridor that incentivized housing affordability and transit-oriented development.

These critical public acts serve as the foundation for taking the next step toward implementing the Midtown District vision, goals, and plans. The district will be a center for arts and cultural innovation, create economic growth and job opportunities, improve socioeconomic equality, and present opportunities for mixed-income housing.

THE SANTA FE METROPOLITAN REDEVELOPMENT AGENCY

Establishing the Santa Fe Metropolitan Redevelopment Agency brought real estate acumen and an entrepreneurial approach to redevelopment in the City of Santa Fe. The MRA works with community and real estate experts to promote the triple-bottom-line, mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods and districts and the people who live, work, play, and learn there.

LEGAL FRAMEWORK

The New Mexico Metropolitan Redevelopment Code (§3-60A-1 to 3-60A48 NMSA 1978) provides municipalities in New Mexico with the power to correct conditions in areas or neighborhoods that "substantially impair or arrest the sound and orderly development" within the city. These powers can help reverse an area's decline and stagnation. However,

the municipality may only use these powers within designated Metropolitan Redevelopment Areas (MRAs) with adopted redevelopment plans.

MRA AREA DESIGNATION CRITERIA

The designation of the Midtown Metropolitan Redevelopment Area is based on existing conditions that hinder redevelopment and economic growth within the area. Under state and local law, the designation of an MRA requires a finding of blight as defined in Section 3-60A-4 of the New Mexico Metropolitan Redevelopment Code. This designation is a necessary step to unlock redevelopment tools and incentives that can revitalize Midtown and attract investment.

A blighted area is defined as one that meets one or more of the following conditions:

- ☑ *A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.*
- ☑ *A defective or inadequate street layout that limits accessibility, walkability, and connectivity.*
- ☑ *Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.*
- ☑ *Deterioration of sites or other improvements, making the area less viable for new development.*
- ☑ *A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.*
- ☑ *Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.*
- ☑ *A significant number of vacant or struggling commercial businesses, reducing economic activity and job opportunities.*
- ☑ *Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.*

A combination of these or other conditions impair economic growth and the overall well-being of the city.

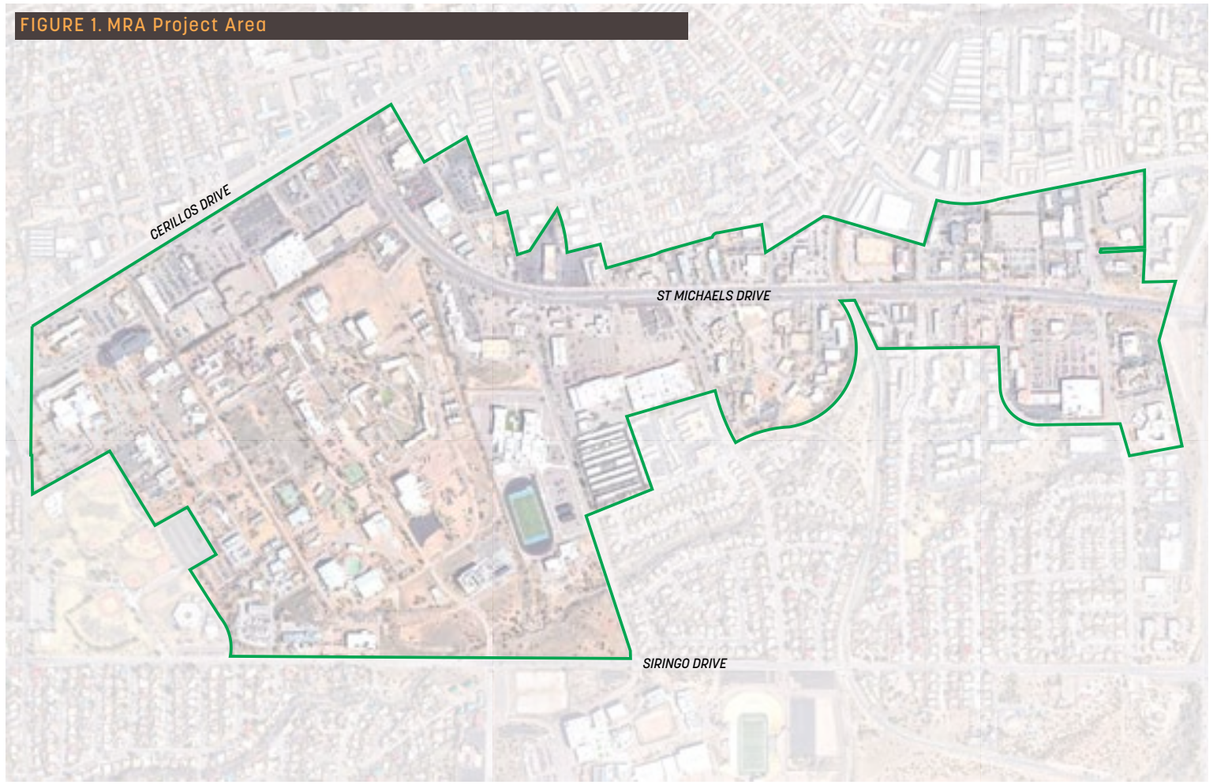
The Midtown MRA Designation Report is being conducted to formally assess these conditions and justify the use of redevelopment tools such as public-private partnerships, financial incentives, infrastructure investment, and zoning adjustments. By identifying the Midtown as an MRA, the City of Santa Fe increases its ability to implement the Midtown Redevelopment plans and facilitate redevelopment projects in the district.

PROJECT BOUNDARY

The Midtown MRA Plan area follows the boundary of the Midtown Local Innovation Corridor (Midtown LINC) Overlay District, which was adopted in 2016 (Ord. 2016-39). The Midtown LINC Overlay District was originally created to strengthen the built environment, foster economic growth, and enhance connectivity within Santa Fe's geographic and demographic center. It aimed to bridge the gap between two major employment hubs—the city-owned Midtown site to the west and Christus St. Vincent Regional Medical Center to the east—by incentivizing mixed-use, pedestrian-oriented redevelopment.

The boundary selection for the LINC district was strategic and deliberate. It excludes established residential neighborhoods to minimize disruption while incorporating 372.8 acres of primarily commercial, industrial, and institutional properties along St. Michael's Drive and Cerrillos Road, as well as the former Santa Fe University of Art and Design (SFUAD) campus. The intent was to free underutilized land for multi-family residential and complementary non-residential uses while maintaining zoning flexibility. Additionally, the boundary allows for higher-density development, improved multimodal transit options, and walkable public spaces, reinforcing Santa Fe's broader urban planning goals.

FIGURE 1. MRA Project Area



The Midtown MRA Designation Area aligns with the LINC Overlay boundary with one minor omision of a residential property. There is no residential property within the Midtown MRA Designation Area. The Study Area encompasses 182 parcels, including the 64-acre city-owned Midtown Redevelopment Site. Its commercial zoning layout creates a natural corridor for business growth and redevelopment while ensuring buffers for existing residential areas. The geographic scope of the MRA extends to West San Mateo Lane to the north, St. Francis Drive to the east, Siringo Road to the south, and Camino Carlos Rey and St. Michael's Drive to the west, positioning it as a key mixed-use redevelopment corridor for Santa Fe's future.



EXISTING CONDITIONS ASSESSMENT

This section provides an in-depth analysis of physical, economic, and social conditions in the study area to address the criteria identified in the New Mexico Metropolitan Redevelopment Code. The assessment includes a policy review to identify existing planning efforts, community goals, and policies that guide and govern this area.

A. POLICY REVIEW

The following section outlines existing planning initiatives, policies, reports, and documents related to the Midtown MRA site. They are listed chronoligically by the following categories: Midtown District Plans, Midtown Site Plans, and citywide/Santa Fe plans.

Over the years, multiple efforts have aimed to activate and revitalize this area, but with limited success. Many of these plans and policies were developed with the goal of redeveloping and reinvigorating the MRA area; however, they have yet to achieve significant, lasting impact.

At the conclusion of each discussed plan, policy, or initiative, we provide a summary outlining how it addresses the MRA designation criteria or key takeaways if it does not. This is essential, as many previous planning efforts have already identified and attempted to address the same challenges highlighted in this designation report. Additionally, key takeaways from these past initiatives will help support the justification for the MRA designation.

RE:MIKE (2012)

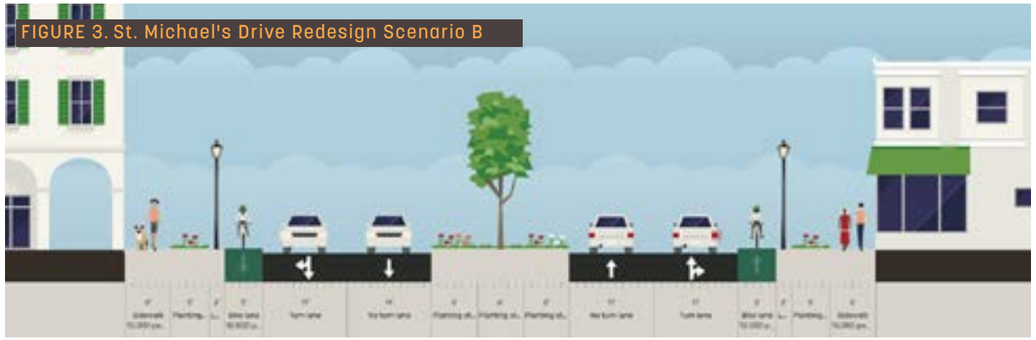
The RE:MIKE Report outlines efforts to reimagine and revitalize the St. Michael's Drive Corridor in Santa Fe, aiming to transform it into a more vibrant, pedestrian-friendly, and economically diverse area. This initiative is a public-private partnership involving the City of Santa Fe, local businesses, educational institutions, and community organizations. It builds on previous studies and planning efforts, incorporating extensive data collection and urban prototyping.

The RE:MIKE initiative began in 2012 with a large-scale urban prototyping festival that engaged the public in shaping the future of the corridor. The event revealed strong community support for walkability, bicycle accessibility, safety improvements, zoning changes, and mixed-use development. The study identified key challenges, such as aging infrastructure, high traffic speeds, a lack of identity, and unsafe intersections.

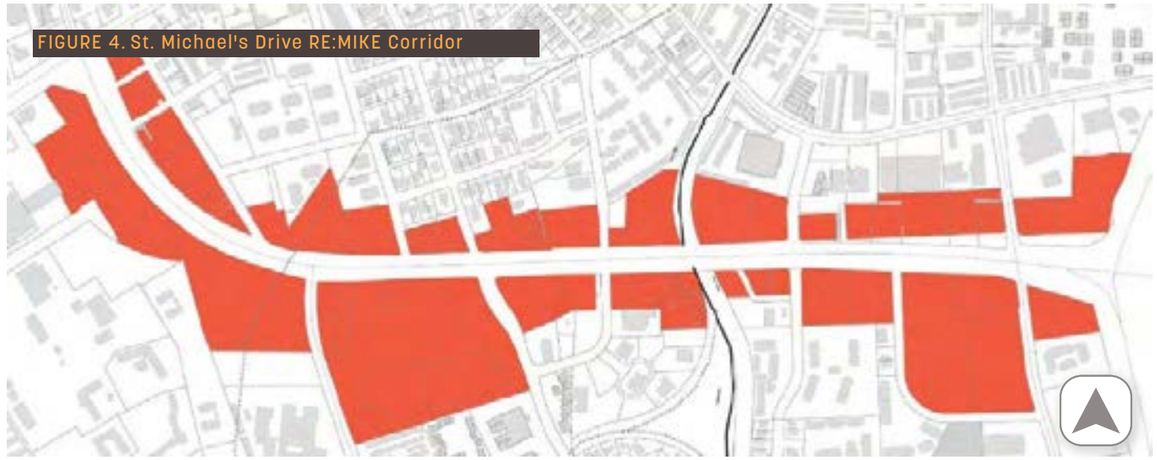
Following the festival, the report proposed specific action items, including investigating city ownership of St. Michael's Drive, implementing zoning changes to encourage mixed-use development, fostering business engagement, adding green space through fixed and mobile parklets, developing a pop-up business ordinance, and improving the area's overall identity. There was also a focus on transportation safety enhancements, investment in public spaces, and the promotion of small businesses and cultural identity.

The recommendations aim to balance economic growth, sustainability, and livability, setting the stage for future redevelopment efforts that align with community values. While there was broad public support, improvements from RE:MIKE have not been implemented. These recomendations would contribute significantly to creating a mixed-use commercial corridor.





Design scenarios for St. Michael's Drive, based on Santa Fe arterial design standards (Streetmix)



ADDRESSING MRA CRITERIA

- ☑ **Deteriorated or Aging Infrastructure:** Many commercial properties along St. Michael's Drive feature large, aging buildings that are underutilized or in various states of decline. The corridor's suburban-style development pattern, dominated by vast parking lots, creates a fragmented urban fabric, discouraging walkability and vibrant economic activity.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally built as a bypass highway in the 1950s, but as Santa Fe has grown, it has become an essential corridor for retail, transportation, and other business activity. However, it still retains its highway-like design, with seven lanes of traffic, dangerous intersections, and limited pedestrian access. This design increases the risk of collisions as drivers pull in and out of shopping centers. The area lacks effective multimodal transportation options, further isolating surrounding neighborhoods.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The corridor's strip mall development pattern and excessive parking requirements have created underutilized parcels with limited connection with surrounding neighborhoods. This inefficient land use makes it difficult to redevelop sites into more compact, mixed-use developments that would better serve the community and create much needed housing choices in the center of the city.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Public spaces in the area lack investment, making them uninviting and underutilized. Surveys conducted as part of the RE:MIKE initiative show that residents view St. Michael's Drive as an area with "no identity" and "a place they avoid walking or spending time in" due to its car-centric nature and lack of engaging public amenities.
- ☑ **Decline of Commercial and Business Activity:** While St. Michael's Drive is a central commercial district, the dominance of large retail centers with little pedestrian access has discouraged economic diversification.
- ☑ **Lack of Adequate Housing Facilities:** The corridor lacks a sufficient mix of housing types, particularly affordable and workforce housing.

OVERLAY DISTRICT: MIDTOWN LINC ZONING OVERLAY (2016)

The Midtown LINC Overlay District was established through Ordinance #2016-39, which was adopted by the City of Santa Fe in 2016. The district was created to enhance connectivity and development in Santa Fe's midtown area, linking key employment centers such as Santa Fe University of Art and Design and Christus St. Vincent Regional Medical Center.

The overlay is a framework for revitalizing Santa Fe's midtown area, transforming underutilized spaces along western St. Michael's Drive into a vibrant, economically diverse district. The initiative encourages mixed-use development, improved urban design, and pedestrian-friendly infrastructure.

The district promotes multi-family residential development alongside complementary commercial uses, creating a dynamic, street-oriented environment. Updated zoning regulations increase development capacity while maintaining buffers for existing neighborhoods. Planned urban enhancements focus on pedestrian and bicycle accessibility, traffic calming measures, and expanded public spaces to improve mobility and safety.

To encourage investment, the city offers fee incentives for qualifying projects, waiving certain development and utility fees. Design standards prioritize four-story mixed-use buildings, street-facing architecture, and enhanced landscaping to foster a more cohesive urban fabric. Additional requirements for signage, bicycle parking, and green infrastructure ensure that new development contributes to a more connected and livable midtown. The Midtown LINC Overlay aligns with Santa Fe's broader goals for sustainable growth while preserving the city's unique character.

FIGURE 5. Midtown LINC Overlay District

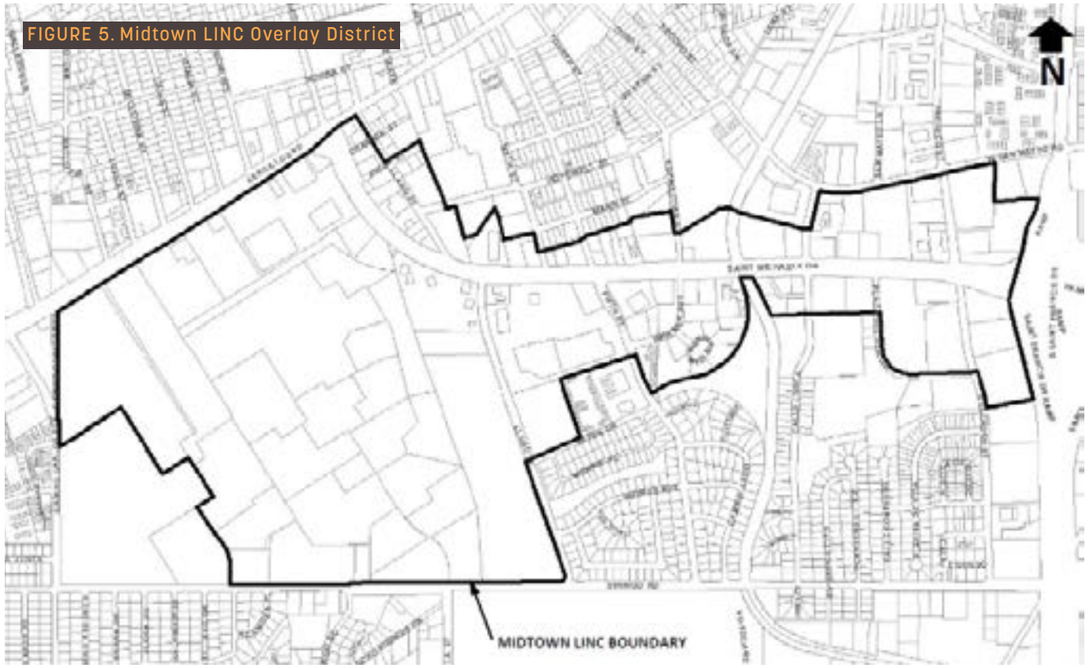


Image source: MIDTOWN LINC Summary Presentation (2017)

While there was broad public support for the LINC, there have not been qualifying projects that the LINC zoning intended to facilitate.

ADDRESSING MRA CRITERIA:

- ☑ Deteriorated or aging infrastructure: Several structures and public spaces within the corridor show signs of physical decline, limiting their usability and attractiveness for redevelopment.
- ☑ **Defective and inadequate street layout:** St. Michael's Drive and adjacent streets prioritize vehicular traffic, creating barriers to pedestrian and bicycle movement. The street design lacks adequate connectivity between key destinations and discourages mixed-use development.
- ☑ **Obsolete and impractical planning:** The existing zoning and development regulations in the Midtown area have historically favored single-use commercial developments, which have contributed to underutilization of land and inefficient site layouts.
- ☑ **Significant business closures and low commercial activity:** Economic stagnation is evident, especially within the Midtown site. This large site has experienced long-term vacancies and reduced activity, leading to declining tax revenues and community disinvestment.
- ☑ **Lack of adequate housing facilities:** The area has a lack of housing variety or housing choices in adjacent districts, particularly affordable and mixed-income housing, despite its proximity to major employment and institutional centers. This imbalance between jobs and housing options contributes to increased commuting and a reduced sense of community within the district.
- ☑ **Deterioration of public spaces and site improvements:** Public spaces lack consistent investment and maintenance, making them less inviting and underutilized by the community.

MIDTOWN REDEVLOPMENT PLANS



The Midtown Master Plan and Midtown Community Plan together create the Midtown Redevelopment Plan. These include both land use and urban design guidelines for the future of the Midtown Site. The blighted Midtown Site is key to improving and creating the economic resiliency of the adjacent commercial corridor and broader Midtown District.

MIDTOWN MASTER PLAN (2022)

The Midtown Master Plan, approved on November 30, 2022, provides a framework for the redevelopment of the Midtown Site in Santa Fe. This site, formerly home to the Santa Fe University of Art and Design (SFUAD) until its closure in 2018, represents a significant opportunity for business, housing, and cultural development in the city. The plan outlines a long-term vision driven by community input, prioritizing sustainability, economic vitality, and the creation of a mixed-use urban center.

The City of Santa Fe took control of the planning process in 2020. Since then, the city has worked with stakeholders to create a comprehensive strategy that balances housing affordability, job creation, transit improvements, and climate resilience. The plan promotes walkability, public spaces, and a variety of uses, including film and media production, arts and culture, and higher education.

KEY TAKEAWAYS

- ☑ The Midtown Site will serve as a new center for Santa Fe, integrating housing, employment, public spaces, and cultural institutions.
- ☑ Over 1,000 new housing units are planned, with a focus on affordability and accessibility.
- ☑ A pedestrian-friendly, mixed-use neighborhood is envisioned, encouraging walkability and sustainable design.
- ☑ Community Arts and Culture will be a major focus for economic and social viability.
- ☑ More than 5 acres of public parks and open spaces will enhance community engagement and recreation.
- ☑ The Midtown LINC Zoning Area, adopted in 2016, will guide redevelopment efforts and encourage higher-density mixed-use projects.
- ☑ Infrastructure improvements, including transit enhancements and multimodal connections, will support growth and mobility.
- ☑ The plan aligns with existing city policies and sustainability goals, aiming to create an equitable and environmentally responsible development.

MIDTOWN COMMUNITY DEVELOPMENT PLAN (2023)

The Midtown Community Development Plan is a policy-driven framework designed to guide the redevelopment of the Midtown Site in Santa Fe. This plan was developed as part of the Midtown Master Plan and is utilized in conjunctions with the Midtown Master Plan to ensure that new development aligns with community priorities related to housing affordability, job access, arts and culture, and public amenities. It was created through an extensive public

engagement process that involved thousands of community members, emphasizing inclusivity, equity, and sustainability.

The plan outlines strategies to increase housing opportunities, expand public services, support economic development, and preserve cultural heritage. It sets clear expectations for community benefits that developers must incorporate into their projects. Additionally, the plan integrates sustainability initiatives such as green infrastructure, multimodal transportation improvements, and energy-efficient development standards to ensure a long-term, resilient future for the Midtown Site.



KEY TAKEAWAYS

- ☑ It encourages job creation, business innovation, and workforce training programs to support local employment.
- ☑ Community arts, cultural landmarks, and civic spaces will be preserved and enhanced to maintain Santa Fe's unique identity.
- ☑ Walkability, improved public transit access, and safe bicycle infrastructure are prioritized to enhance connectivity.
- ☑ Green building standards, integrated stormwater management, and energy-efficient design are required for sustainability.
- ☑ Clear guidelines ensure developers prioritize public amenities, workforce development, and long-term affordability.

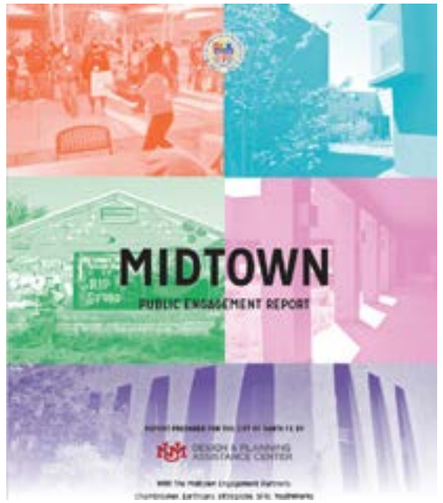


ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Aging Structures:** Many buildings on the former Santa Fe University of Art and Design (SFUAD) campus have deteriorated due to prolonged vacancies and lack of maintenance. While some structures are suitable for adaptive reuse, others require significant investment to meet modern building standards. Demolition is expected to begin on some of the structures in the near future.
- ☑ **Defective and Inadequate Street Layout:** The existing street network prioritizes automobile traffic and lacks safe pedestrian and bicycle connections, making it difficult for residents to navigate the area without a vehicle. The street design fails to provide adequate connectivity between neighborhoods and key destinations such as Cerrillos Road, St. Michael's Drive, Siringo Road, and nearby employment centers.
- ☑ **Obsolete or Inefficient Land Use Planning:** The Midtown Site is a large, underutilized property in the heart of Santa Fe. Originally developed for institutional use, its current land use does not align with modern mixed-use urban development practices. The lack of higher-density housing, neighborhood-serving retail, and active public spaces has contributed to the area's economic stagnation.
- ☑ **Significant Business Closures and Low Commercial Activity:** Many commercial and institutional properties in the Midtown area remain vacant or underused, limiting economic growth and reducing local employment opportunities. The lack of reinvestment has weakened the area's economic vitality, creating an environment where businesses struggle to thrive.
- ☑ **Lack of Adequate Housing Facilities**: The Midtown redevelopment plans emphasize the need for additional housing, particularly affordable and workforce housing. The area does not currently provide sufficient residential options to support local employees, students, and artists who could benefit from living near emerging economic hubs.
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** Many public spaces and streetscapes within the Midtown area are outdated, poorly maintained, or lacking entirely. The absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement.

MIDTOWN PUBLIC ENGAGEMENT REPORT (2022)

The Midtown Public Engagement Report documents the extensive community outreach process undertaken to shape the future of the Midtown Santa Fe site. Following the closure of the Santa Fe University of Art and Design in 2018, the City of Santa Fe launched the Midtown Redevelopment Process to engage residents, stakeholders, and organizations in envisioning a new purpose for the site. This effort aimed to gather diverse perspectives and inform development strategies that align with community needs, aspirations, and priorities.



The Midtown Public Engagement process reached a broad and diverse cross-section of Santa Fe residents through a variety of outreach methods. A total of 2,089 surveys were collected, providing valuable insights into community priorities and ensuring representation from different demographic and economic backgrounds. In addition to surveys, over 3,300 people participated in public meetings, tenant clinics, and food distribution events, fostering meaningful dialogue about the future of Midtown.

Beyond in-person engagement, the outreach campaign recorded over 20,000 points of contact through media campaigns, newsletters, canvassing, and digital platforms, expanding access to those who might not have attended events. The process successfully reflected Santa Fe's demographic diversity, with 53.6% of respondents identifying as Hispanic/Latinx, 24.8% as non-Hispanic White, and 10.9% as Indigenous. Economic diversity was also a key factor, with 67% of participants earning $55,000 or less annually, and a mix of homeowners (47.3%) and renters (42.4%), ensuring that housing needs were a central focus of the discussions.

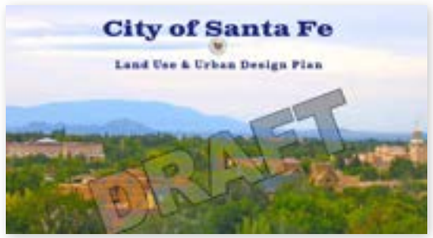
The purpose of this report was to synthesize public input into actionable development guidelines for the Midtown area and informed

the final master plan and recommendations. The engagement process prioritized themes such as housing, economic development, public spaces, sustainability, and transportation. By integrating these community-driven insights, the city sought to ensure that redevelopment efforts foster equity, cultural preservation, economic opportunity, and environmental responsibility.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The Midtown Public Engagement Report identifies multiple vacant or deteriorating buildings on the former Santa Fe University of Art & Design (SFUAD) campus. Residents voiced concerns about abandoned buildings contributing to safety issues, lack of activation, and visual blight.
- ☑ **Defective and Inadequate Street Layout:** The current street network prioritizes vehicles over pedestrians, creating safety concerns and discouraging walkability. The report highlights the need for multimodal transportation improvements, such as safer intersections, expanded bike lanes, and improved public transit access. Community members repeatedly raised concerns about difficult pedestrian crossings, missing sidewalks, and the absence of transit options that connect Midtown to other parts of the city.
- ☑ **Obsolete or Inefficient Land Use Planning:** The existing land use pattern in Midtown is outdated, originally designed for institutional and commercial purposes rather than the mixed-use, high-density development needed today. The report identifies large underutilized parcels and restrictive zoning as key barriers to redevelopment. Residents expressed frustration that the area feels disconnected from surrounding neighborhoods, lacks essential services like grocery stores, and does not support a vibrant, mixed-use environment.
- ☑ **Decline of Commercial and Business Activity**: The report highlights a significant decline in commercial activity, with many properties either vacant or underutilized, limiting job opportunities and economic growth. Community members noted the loss of local businesses and the difficulty of attracting new investment. The need for small business support and zoning flexibility was a recurring theme in public engagement efforts .
- ☑ **Lack of Adequate Housing Facilities:** Midtown's shortage of affordable and workforce housing is a major challenge identified in the report. Despite its proximity to major employers, the area lacks sufficient housing options, leading to displacement and long commutes for workers. The community strongly emphasized the need for diverse housing options, including affordable units and mixed-income developments .
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** The report identifies a lack of investment in public spaces, with outdated or underutilized parks and civic spaces. Community members consistently voiced the need for more parks, gathering spaces, and cultural centers to create a more welcoming and vibrant Midtown.

CITY OF SANTA FE LAND USE & URBAN DESIGN PLAN (1999)



The City of Santa Fe Land Use & Urban Design Plan serves as a comprehensive framework for guiding urban development, ensuring that growth is sustainable, efficient, and aligned with the city's cultural and environmental priorities. The plan establishes policies to promote a compact urban form, support mixed-use development, and preserve Santa Fe's historic character while addressing economic development, housing affordability, and transportation improvements. It emphasizes the importance of infill development, higher residential densities, pedestrian connectivity, and alternative transportation options, all while maintaining the city's unique identity and sense of place.

Originally adopted in 1999, the plan was designed to provide long-term guidance for land use and urban growth management. Currently, the City of Santa Fe is in the process of updating the plan to better address modern challenges, including sustainability, climate adaptation, and economic diversification. This plan update involves community engagement, policy revisions, and new strategies to ensure that development continues to align with the city's long-term vision.

The 1999 plan does not address the Midtown District because, at the time it was drafted, the area was still an active school.

KEY TAKEAWAYS

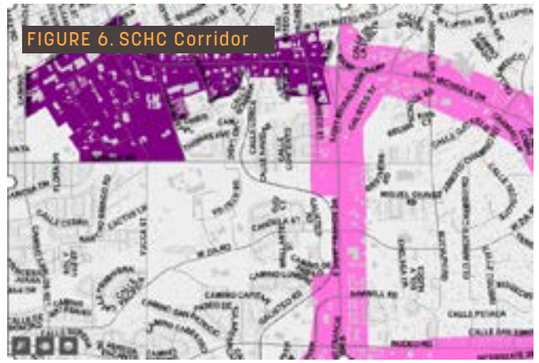
- ☑ The City of Santa Fe Land Use & Urban Design Plan was developed before targeted planning initiatives aimed at revitalizing this area. The current plan update will incorporate community goals and long-range planning efforts established since its 1999 adoption.

OVERLAY DISTRICT: SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION DISTRICT (SCHC)

The South-Central Highway Corridor Protection District (SCHC) overly applies to a small portion of the MRA. The overlay encompasses land within 600 feet of the edge of the right-of-way on both sides of St. Michael's Drive, Old Pecos Trail, St. Francis Drive, Rodeo Road, and Interstate 25 and its frontage roads.

This designation aims to preserve the scenic quality and manage development along these corridors. The SCHC imposes specific regulations on land use, density, and design to maintain the visual appeal and character of these areas. For instance, there are increased minimum building setbacks.

FIGURE 6. SCHC Corridor



KEY TAKEAWAYS

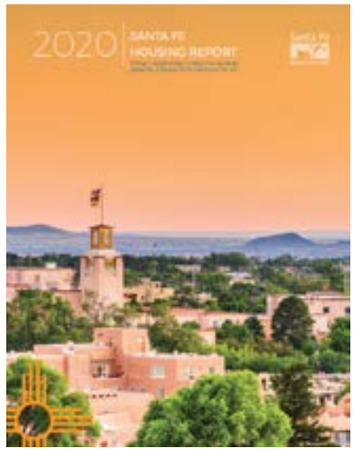
- ☑ Public input strongly emphasized the need for affordable and diverse housing options, ensuring long-term affordability and minimizing displacement risks.
- ☑ Economic development is a key focus, with a strong push for job creation, small business support, and workforce training programs to strengthen the local economy.
- ☑ Residents prioritized preserving historical and cultural assets, enhancing public parks, open spaces, and civic amenities to foster a sense of community.
- ☑ Sustainability remains a central theme, with recommendations for green building standards, integrated stormwater management, and climate-conscious urban design.
- ☑ Mobility and connectivity improvements will support walkability, bike access, public transit expansion, and safer pedestrian infrastructure, ensuring a well-connected and accessible Midtown district.

SANTA FE HOUSING REPORT (2020)

The 2020 Santa Fe Housing Report provides a comprehensive analysis of Santa Fe's housing market, affordability challenges, and policy recommendations. It emphasizes the need for increased housing supply, improved affordability measures, and stronger policies to address displacement risks. The report highlights that Santa Fe faces rising housing costs, stagnant wages, and a growing demand for affordable units, making housing one of the most pressing issues in the city.

A key focus is on the Midtown District, which presents an opportunity for mixed-use, high-density development that can alleviate housing pressures. The report discusses strategies such as inclusionary zoning, leveraging public land for affordable housing, and mixed-income housing models to ensure long-term affordability.

The Midtown site, given its central location and size, is identified as a prime area for addressing housing needs through strategic urban planning.



ADDRESSING MRA CRITERIA:

- ☑ **Lack of Adequate Housing Facilities:** The 2020 Housing Report identifies a severe shortage of affordable and workforce housing in Santa Fe, limiting accessibility for low- and moderate-income residents. The city fails to provide sufficient housing to meet demand, leading to displacement risks and long commutes for many workers. The report also notes that without intervention, new development in Santa Fe could further exacerbate affordability issues, pricing out existing residents
- ☑ **Efficient Land Use Planning:** Midtown is identified as a prime location for mixed-use and high-density development, yet existing zoning and infrastructure are not conducive to such growth. The report calls for zoning and policy changes to promote mixed-income housing, integrate public spaces, and create a more walkable, transit-friendly environment.

B. LAND USE AND ZONING

EXISTING LAND USES (COMMERCIAL, RESIDENTIAL, MIXED-USE).

Outside of the Midtown site, the majority of the MRA is occupied by commercial uses. The land use of the area is defined by retail, light office and light industrial. The retail in this area is a mixture of small pad sites and large shopping centers. The entire area is defined by large, underutilized parking lots and buildings that are set back significantly from the adjacent street. There is a lack of connectivity between and among the parcels in the MRA. This area lacks a cohesive identity or character and is autocentric.

ZONING ANALYSIS (POTENTIAL FOR REDEVELOPMENT UNDER CURRENT ZONING).

The current zoning, primarily commercial, limits the redevelopment potential of this area. The Cerrillos section of the LINC was planned prior to 2016 and could not prioritize mixed-use or best practices, giving it a strip mall appearance. Future zoning should allow a mix of uses to encourage the development of walkable, mixed-use, transit-oriented areas desired, as articulated by community stakeholders. Specifically, higher density housing should be encouraged to redevelop commercial areas into vibrant mixed-use and walkable activity centers.

SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION

A small portion of the MRA overlaps with the South-Central Highway Corridor Protection District overlay. Provisions include building height limitations to maintain the visual character of the corridor. The SCHC also imposes design standards to ensure that new developments or alterations harmonize with the existing landscape and architectural character of the corridor. Where overlay districts overlap, the most strict requirements prevail.

LINC OVERLAY DISTRICT

The Midtown LINC Overlay District prioritizes higher-density housing, economic activity, multimodal transportation, and sustainability. The incentives and design standards aim to transform St. Michael's Drive into a dynamic and attractive corridor, encouraging private investment while ensuring community benefits.

The district allows for a variety of uses consistent with underlying zoning, with additional permitted uses of multiple-family housing. Certain uses are prohibited to maintain the district's character, including mobile homes, mobile home parks, sexually oriented businesses, outdoor storage of vehicles and equipment, and specific industrial activities like warehouse and freight movement.

To encourage development that aligns with the district's objectives, the Midtown LINC Overlay District defines "qualifying projects" those that contribute to a mixed-use, pedestrian-friendly environment. Qualifying Residential Projects include new developments consisting solely of multiple-family dwellings or mixed-use projects where residential units serve as the primary use, supported by eligible non-residential components. Qualifying Non-Residential Projects encompass new developments or modifications to existing structures intended for designated commercial and industrial uses, such as research laboratories, light assembly and manufacturing spaces (including "maker" spaces), neighborhood grocery stores, and laundromats, ensuring a balanced mix of residential and economic activity in the district.

Projects in this overlay district also have to adhere to specific architectural and landscaping standards to improve the overall appeal of the district.

VACANT OR UNDERUTILIZED PROPERTIES

While most of the properties in the area are occupied, many of them are underutilized. The large parking lots fronting many of properties are rarely if ever full. The land value of this centrally located district could support a greater diversity of uses. In a city with such a shortage of housing, the large parcels could support the development of a variety of housing units.

D. PHYSICAL CONDITIONS

City of Santa Fe MRA staff performed an assessment of the Study Area in February 2024 to document physical conditions. This report summarizes findings for the LINC and the Midtown Site separately, as conditions are very different. The assessment demonstrates that the properties included in the Study Area exhibit a combination of factors that contribute to the lack of redevelopment, as defined by New Mexico State Statute 3-60A.1-41, 1978.

MIDTOWN LINC:

The Midtown LINC Overlay District exhibits significant challenges related to land use, transportation, infrastructure, and economic activity, many of which align with the criteria for Metropolitan Redevelopment Area (MRA) designation. Originally developed with a suburban, car-oriented layout, the corridor has struggled to transition into a walkable, mixed-use urban district. Despite incentives introduced through the LINC Overlay in 2016, there has been no new residential development in the area, and underutilized properties, deteriorating infrastructure, and high crime rates persist.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** Many buildings within the LINC were constructed 30 to 40 years ago as large-lot strip malls and big-box retail centers. Over time, some have been subdivided into standalone properties surrounded by expansive parking lots, while others remain vacant or underutilized.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally designed as a two-lane bypass highway in the 1950s and later widened in the 1970s. Today, it is one of Santa Fe's busiest streets, carrying 25,000–30,000 vehicles per day across a seven-lane roadway (six through lanes plus a center turn lane). The street lacks bike lanes, mid-block pedestrian crossings, street trees, and adequate public transit infrastructure, making it unsafe and uninviting for pedestrians and cyclists. The City of Santa Fe has formally recognized these deficiencies and, in a March 28, 2022 memo to NMDOT, proposed reducing lanes and implementing multimodal safety improvements.
- ☑ **Faulty Lot Layout and Infrastructure Deficiencies:** The LINC area consists of large commercial properties with individual curb cuts onto St. Michael's Drive, few shared access points, and no internal connectivity between parcels. If a driver misses an entrance, they must exit onto a neighborhood street and loop back, or park at a separate business and navigate through poorly maintained landscaping and parking lots. Several properties are isolated by surrounding parcels, with no viable cross-access for pedestrians or vehicles. Parking lots dominate the landscape, yet they remain underutilized and many are in poor condition with potholes, poor drainage, and failing pavement.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Many properties feature planter strips that are either poorly maintained, overgrown, or dead. Several sidewalks are impassable due to overgrown landscaping, while bus stops lack proper shelters. No street trees exist along the corridor, as the entire planter strip was paved over when the State transferred St. Michael's Drive to the City of Santa Fe in 2018.
- ☑ **Decline of Commercial and Business Activity:** Many commercial properties within the LINC are vacant or struggling, contributing to a high percentage of underutilized parcels. The LINC Overlay was originally established to incentivize redevelopment, particularly multi-family housing, but no new residential development has occurred since its adoption in 2016.
- ☑ **Lack of Adequate Housing Facilities:** The LINC area is zoned C-2 General Commercial, allowing multi-family housing with no density cap, yet no housing projects have been proposed due to outdated infrastructure, high costs of redevelopment, and poor pedestrian connectivity. Large vacant parcels within the Midtown Project Site and along Warner Avenue remain undeveloped, limiting opportunities for much-needed workforce housing.
- ☑ **High Crime Rates:** The Midtown LINC area represents just 1.7% of Santa Fe's total land area, yet between January and May 2022, it accounted for 7.4% of the city's total reported crimes. Crime incidents include property crime, vandalism, and safety concerns, which further discourage investment and walkability in the corridor.

FIGURE 7. Zoning

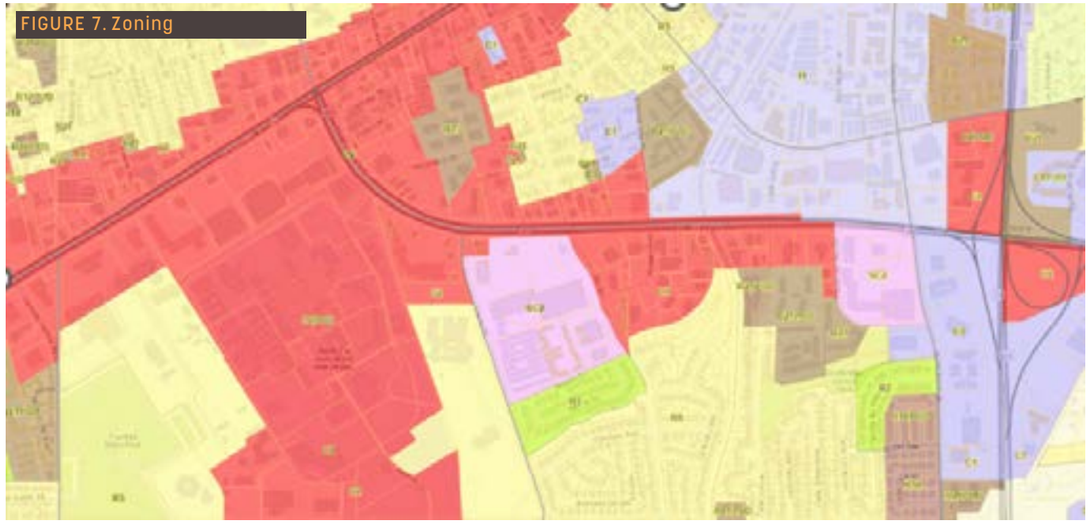


FIGURE 8. South-Central Highway Corridor Protection + LINC Overlay District

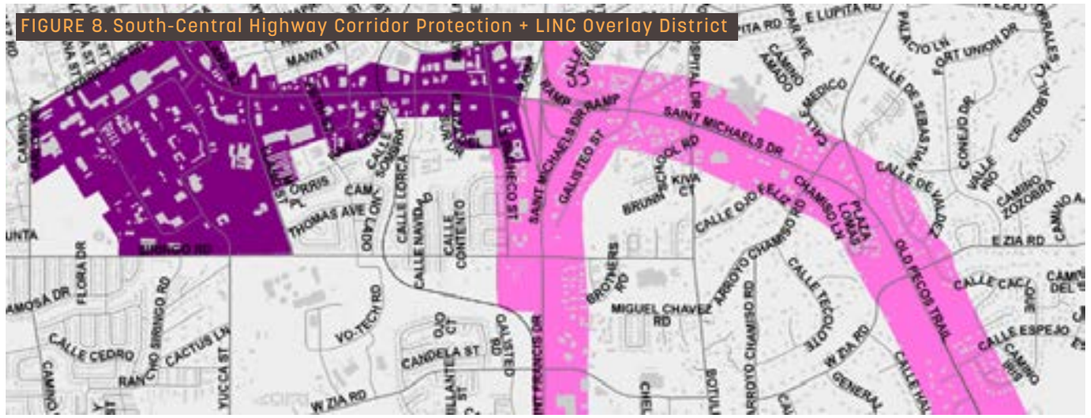
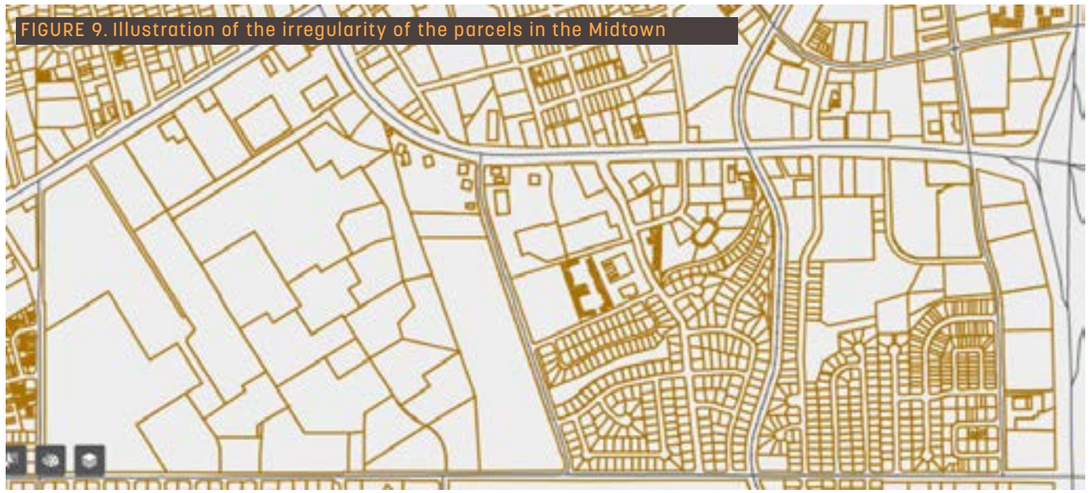


FIGURE 9. Illustration of the irregularity of the parcels in the Midtown



Vacant buildings and weeds (Midtown site)



Vacant land (Midtown site)



Street missing sidewalks





Bus stop without amenities

CERILLOS DRIVE

ST MICHAELS DRIVE

SIRINGO DRIVE



Vacant land and weeds (Midtown site)



Vacant land, weeds and litter



Underutilized land



Vacant land

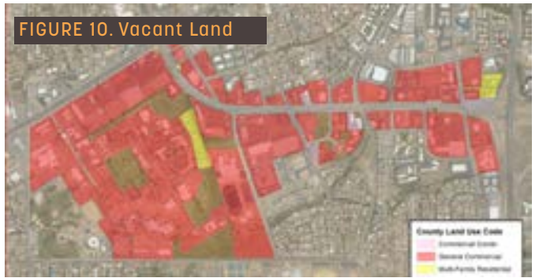


Underutilized and unsightly storefront



Vacant land, weeds and litter

FIGURE 10. Vacant Land



County Land Use Map: Brown parcels are vacant

FIGURE 11. Building Footprints



Building Footprints within MRA Study Area Boundary

FIGURE 12. Vacant SIte



Vacant site on Llano St.

FIGURE 13. Parking Lots



Surface parking lots in the MRA area

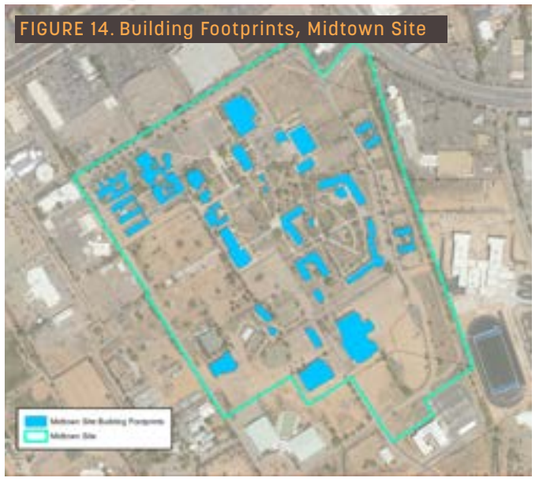
MIDTOWN SITE: THE KEY TO THE OVERALL ECONOMIC SUCCESS, RESILIENCY, AND SUSTAINABILITY OF THE MIDTOWN DISTRICT

The Midtown Santa Fe Site was originally developed as a sprawling educational campus, with large, irregular parcels that do not easily accommodate new development or redevelopment under modern mixed-use planning principles. The Midtown Master Plan, Community Development Plan, and Land Development Plan collectively identify multiple structural, infrastructure, and land use deficiencies, aligning with the Metropolitan Redevelopment Area (MRA) designation criteria under the New Mexico Metropolitan Redevelopment Code.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The 2022 facility assessment by Wilson & Company found that many buildings on the Midtown site are structurally deficient, outdated, or in disrepair due to age, disuse, and obsolete building systems. Asbestos remediation is needed across multiple structures, adding to redevelopment costs. Of the 38 existing buildings, 10 are slated for demolition, 13 for short-term reuse before demolition, and 15 for rehabilitation. The former dormitories are not viable for conversion to modern residential use due to narrow hallways, shared bathrooms, and outdated building standards.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The site's original subdivision layout, designed for an educational campus, does not align with mixed-use redevelopment needs. Some parcels are so large and irregular that they hinder infill development. One 22+ acre parcel contains at least 17 buildings and spans the entire site. Currently, only 7.74% of the land is built upon, with 20 acres of completely vacant parcels. Until 2022, the site lacked master planning and remained zoned R-5 Residential, which was unsuitable for redevelopment. The recent Planned Unit Development (PUD) zoning and master planning efforts are expected to improve development feasibility.
- ☑ **Defective and Inadequate Street Layout:** The Midtown Site is isolated from surrounding areas, with only two access points—one at St. Michael's Drive and one at Siringo Road. The St. Michael's Drive entrance lacks a traffic signal, making left turns difficult and unsafe during peak hours. While the Siringo Road entrance is signalized, overall connectivity to the surrounding street network is inadequate. The Midtown Master Plan proposes a new internal street network, but implementation will require significant investment and collaboration with adjacent property owners to create pedestrian, bike, and road connections.
- ☑ **Deterioration of Public Spaces and Environmental Hazards:** The remains of the former barracks on Tract O—burned down in a 2017 fire—were razed, covered with topsoil, and fenced off, but the site still contains asbestos-based materials and underground cementitious pipes. A basic 12-inch surface remediation alone is expected to cost at least $2.3 million.
- ☑ **Lack of Adequate Housing Facilities:** As a former college campus, the only housing that ever existed on the site was dormitory housing, which is unsuitable for modern residential use due to outdated building codes and lack of essential amenities like kitchens. However, with the adoption of the Midtown Master Plan in 2022-2023, the site is now planned for at least 1,100 new housing units, with a minimum of 30% designated as affordable housing for households earning 80% or less of the Area Median Income (AMI).

FIGURE 14. Building Footprints, Midtown Site

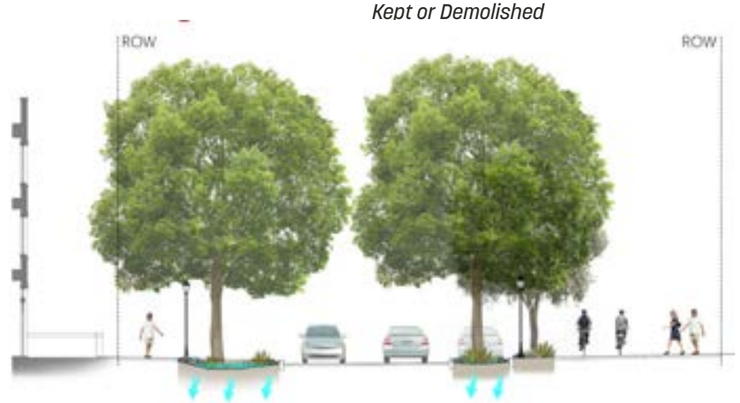


Building Footprints within Midtown Site

FIGURE 15. Midtown: Building Preservation Plan



Midtown Buildings: Color Designates Which Building Will be Kept or Demolished



Complete Street Example - Midtown Master Plan (2022)

E. ECONOMIC CONDITIONS

RETAIL AND COMMERCIAL MARKET TRENDS

The Midtown Redevelopment Area has historically experienced higher vacancy rates, fluctuating rents, and lower occupancy compared to Santa Fe's overall office and retail markets. However, recent trends indicate a stabilization in demand, with significant improvements in occupancy rates and reductions in vacancies. While the broader Santa Fe market has demonstrated steady growth, the MRA area remains a more volatile submarket, characterized by lower rental rates and a price-sensitive tenant base. This section examines key trends in office and retail markets within the MRA area in comparison to Santa Fe's overall market performance.

OFFICE MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: The MRA area saw extreme volatility in office vacancies, peaking at 20% in 2014, compared to 8.2% in the City. By 2024, the MRA's vacancy rate dropped to 0%, indicating a strong recovery.

Occupancy Rate Trends: The MRA's occupancy rate was as low as 80% in 2014-2015, lagging behind the overall market, which consistently remained above 95%. However, the MRA rebounded to 100% occupancy in 2024, suggesting stabilization.

Net Absorption Trends: The MRA had major negative absorption (-52,257 SF in 2018) but recovered with positive absorption in 2019 and 2024. Santa Fe's overall market also experienced fluctuations, notably -81,826 SF in 2020, during the economic downturn.

Office Rent Trends: The overall market saw steady rent growth, reaching $23.68/SF in 2024 from $17.07/SF in 2016. The MRA's office rents have been highly inconsistent, with rates ranging from $24.07/SF in 2022 to as low as $7.13/SF in 2024, suggesting weaker demand and a less stable office environment.

RETAIL MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: Santa Fe's retail vacancy rate declined steadily from 6.3% in 2013 to 2.3% in 2024, reflecting strong demand. The MRA area had a much higher peak vacancy of 14.8% in 2013 but has since fallen to 1.6% in 2024.

Occupancy Rates: Both markets maintain high occupancy, with Santa Fe at 97.7% and the MRA slightly higher at 98.4% in 2024.

Net Absorption Trends: Santa Fe saw significant fluctuations, particularly in 2024 (-129,935 SF). The MRA also experienced volatility, with negative absorption in 2023 (-13,551 SF) but a rebound in 2024 (+4,266 SF).

Retail Rent Trends: Santa Fe's retail rents have increased to $19.15/SF in 2024, while the MRA area has struggled with lower, more volatile rents, ranging from $13.09/SF in 2013 to $8.23/SF in 2020, before rising to $15.90/SF in 2024.

KEY TAKEAWAYS

- ☑ Office rents in the MRA remain far below Santa Fe's overall market, suggesting weaker demand and less desirable space.
- ☑ Retail rents in the MRA are similarly lower than Santa Fe's average, despite increasing occupancy, indicating potential economic challenges or slower retail growth.
- ☑ The MRA area has been more volatile, with significant swings in vacancy, absorption, and rents, compared to Santa Fe's overall steady market trends.
- ☑ Despite lower rents, vacancy rates in the MRA are now at historic lows, meaning spaces are being utilized, even if at lower price points.
- ☑ While the MRA has shown recent stabilization, it remains a transitioning area, requiring further investment and strategic initiatives to ensure long-term stability and competitiveness.
- ☑ The data suggests that while demand for office and retail space in the MRA area is improving, continued investment, economic incentives, and tenant attraction strategies will be crucial for ensuring the district's long-term success.
- ☑ The MRA area has historically had higher vacancy rates and lower occupancy than the overall market but has made significant improvements in recent years.

CONCLUSION

The Midtown Metropolitan Redevelopment Area (MRA) in Santa Fe has been designated to address a range of challenges that have hindered its economic growth, livability, and development potential. The findings in the MRA Designation Report highlight several conditions that meet the criteria for an MRA designation under the New Mexico Metropolitan Redevelopment Code. By implementing a comprehensive revitalization strategy, the City of Santa Fe aims to transform Midtown into a dynamic, mixed-use district that fosters economic development, enhances mobility, and supports diverse housing opportunities.

RESPONDING TO THE MRA CRITERIA

A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.

- ☑ *Many structures in the Midtown area are underutilized, outdated, or deteriorating, making them unattractive for reinvestment.*
- ☑ *Large commercial properties, particularly along St. Michael's Drive, feature extensive parking lots and aging buildings that lack pedestrian connectivity and modern amenities.*

A defective or inadequate street layout that limits accessibility, walkability, and connectivity.

- ☑ *The Midtown area, particularly St. Michael's Drive, was originally designed for high-speed vehicular traffic rather than for pedestrians, cyclists, or transit users.*
- ☑ *The wide road, large setbacks, and disconnected parcels create barriers to walkability and safe transportation alternatives.*

Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.

- ☑ *The corridor is dominated by suburban-style strip malls and big-box retail centers with excessive surface parking, resulting in underutilized land that does not support a vibrant, mixed-use environment*
- ☑ *The lack of a cohesive development pattern has limited opportunities for housing and commercial revitalization.*

Deterioration of sites or other improvements, making the area less viable for new development.

- ☑ *Public spaces in the Midtown area are outdated and underutilized, failing to provide inviting, functional spaces for community engagement.*
- ☑ *Green infrastructure, parks, and pedestrian-friendly streetscapes are lacking, contributing to an unwelcoming environment.*

A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.

- ☑ *Despite its central location, the Midtown district lacks diverse and affordable housing options.*
- ☑ *The demand for mixed-income housing remains unmet, pushing workers and lower-income residents to live farther from their jobs and increasing commuting burdens.*

Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.

A significant number of vacant buildings, reducing economic activity and job opportunities.

- ☑ *The Midtown property specfically has suffered from high vacancy rates, with redevelopment struggling to remain viable due to outdated infrastructure, low foot traffic, and limited accessibility.*
- ☑ *Economic stagnation and disinvestment have further contributed to job losses and underutilization of properties.*

Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.

- ☑ *The Midtown area has seen declining levels of investment over the past decade, limiting economic opportunities for local businesses and workers.*
- ☑ *The lack of incentives and infrastructure improvements has made it difficult to attract new businesses and industries.*

Through the MRA designation the City of Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options.

This MRA designation aligns with the Midtown Master Plan and community input to ensure thoughtful, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BENEFITS OF AN MRA DESIGNATION AND MRA PLAN

The MRA Designation allows for the contribution of Public Resources to Private Redevelopment projects, thereby helping catalyze reinvestment in the area.

The MRA Plan will outline specific redevelopment projects and activities and focus on unlocking critical opportunities, such as:

INCENTIVES FOR PROPERTY OWNERS - MRAs allow municipalities to offer incentives to property owners to encourage private investment. These incentives can include direct contributions of public funds, infrastructure improvements, below-market leases, land swaps, zoning changes, and favorable development bonds.

PUBLIC-PRIVATE PARTNERSHIP OPPORTUNITIES - MRAs allow property owners to engage with local governments in projects that involve the contribution of public funds to the redevelopment of private property. This also includes entering into development agreements to redevelop underutilized public properties.

DISTRICT-WIDE PUBLIC IMPROVEMENTS - MRAs allow for the effective planning and construction of public infrastructure and right-of-way improvements including streetscaping, transit-oriented development, stormwater management, and utility upgrades. It allows the municipality to contribute public resources to infrastructure upgrades that benefit private landowners, including waiving fees.

INCREASED COMMERCIAL ACTIVITY AND JOB GROWTH - Through the designation and planning for MRAs, many communities attract and grow commercial activity in an area, leading to long-term redevelopment and a stronger local business market.

TAX INCENTIVES & FINANCING TOOLS - A municipality may offer tax abatements and/or establish a Tax Increment Financing District (TIF) or Tax Increment Development District (TIDD). The municipality may also issue MRA Bonds for private projects. These tools do not change or increase taxes. Other available financing tools include:

- *Property Tax deferrals or credits*
- *Issuance of Revenue Bonds*
- *State/Federal Brownfield funding opportunities*

- *NMMFA Low-Income Housing Tax Credits bonus points*
- *CDBG Funding eligibility (without meeting LMI criteria).*

FACILITATE PUBLIC PRIVATE PARTNERSHIPS - MRAs are exempt from the Anti-Donation Clause because the activities authorized by the Metropolitan Redevelopment Code are considered to be in the public interest. MRAs allow local governments to sell public assets, enter into public-private partnerships, and issue bonds, loans, and grants. Other perks include:

- *Allows the sale of public property at "fair value" (below appraisal) when there are tangible public benefits through Development Agreements*
- *No prohibition on "Retail Uses" as exists in LEDA (>10,000 pop)*
- *"3-60A-48. Liberal Interpretation: The Metropolitan Redevelopment Code shall be liberally construed to carry out its purposes." Gives municipality discretion on how to best leverage MRA district opportunities.*

NEXT STEPS

After the MRA site is designated, a MRA plan will be created. Following the MRA Designation Report, an MRA Plan will be created, which will identify specific redevelopment projects that, when implemented, will eliminate the blighted conditions and stimulate economic activity. These projects can include land/building acquisition, multi-modal transportation infrastructure, stormwater management infrastructure, community facilities, housing, and public places.

The MRA planning effort will include a market and economic analysis to understand the opportunities associated with funding mechanisms and programs, such as tax increment financing, and link the MRA Plan's goals and strategies to those opportunities.

The governing municipality, in this case, the City of Santa Fe, has full discretion on which of these incentives the City uses and prioritizes to implement the MRA Plan. These decisions will be made during the planning process with public engagement and in collaboration with City departments and elected officials.



A

Attachment B

FIR No. 10662.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Midtown Metropolitan Redevelopment Area Designation

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Community Development Department **(**Midtown Development Agency Office of Economic Development), City Attorney's Office

Staff Completing FIR: Daniel Hernandez, Director of Midtown Development Agency; Carly Vendetti, Asset Development Manager, Midtown Development Agency **Date:** 3/3/2025

Phone: (505) 795-0675; (505) 531-7296

Reviewed by City Attorney: _____ **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential area, as a Metropolitan Redevelopment Area, as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8. The boundaries of this overlay district are described in SFCC 1987, Section 14-5.5(5)(D)(2), "Midtown Local Innovation Corridor (Midtown LINC) Overlay District", as modified in Attachment B.

Departments Affected:
Community Development (Office of Economic Development and Metropolitan Redevelopment Agency)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the specified area in the Midtown LINC, will not be declared a metropolitan redevelopment area.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2016-39 created a new subsection of Chapter 14, the "Midtown Local Innovation Corridor Overlay District" (14-5.5(D)), which established permitted uses, definitions, standards and incentives for qualifying projects within the relevant district. This ordinance also defined the boundaries of the Midtown LINC.

Performance and Administrative Implications:
If the proposed resolution is adopted, then the Metropolitan Redevelopment Commission could exercise its powers and duties established in SFCC 1987, Section 7-2.6.

Fiscal Implications:
None at this time. While designating a metropolitan redevelopment area is a step towards being able to exercise certain redevelopment financial tools, future steps are required to implement the tools. Future required steps include the Governing Body's adoption of a metropolitan redevelopment plan, before a fiscal impact is possible.

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: mscott@santafenm.gov

Signature:

Email: dahernandez@santafenm.gov

Signature:

Email: jcnelson@santafenm.gov

Signature:

Email: cavenditti@santafenm.gov

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY

Metropolitan Redevelopment Area Designation for the Midtown District

MARCH / APRIL 2025

SBFRIEDMAN pland

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY

Presentation Agenda

- Metropolitan Redevelopment Agency Staff
  - Planning Team
- Metropolitan Redevelopment Act
- Metropolitan Redevelopment Area
- MRA Benefits



Who is the Planning Team?

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY



Daniel Hernandez, Director

Background in real estate development, redevelopment and planning



Carly Venditti, Asset Development Manager

Background in urban planning and development, and project management



Jack Kelley, Redevelopment Manager

Background in real estate development and finance

pland COLLABORATIVE

Albuquerque, New Mexico (1973)

- Working with cities and communities to spur and sustain economic development in urban areas
- Creating the MRA Designation Report and MRA Plan

SBFRIEDMAN

Chicago, Illinois (1990)

- Expertise in urban economics & redevelopment strategies
- Experience in several cities in New Mexico
- Develop Tax Increment Financing (TIF) and Business Improvement Districts

What is the Metropolitan Redevelopment Act?

The Metropolitan Redevelopment Act (MRA) is a NM State statute that allows municipalities to create redevelopment areas to access tools designed to facilitate economic development.

To qualify an area under the Act, the proposed redevelopment area must have one or more of the following characteristics:

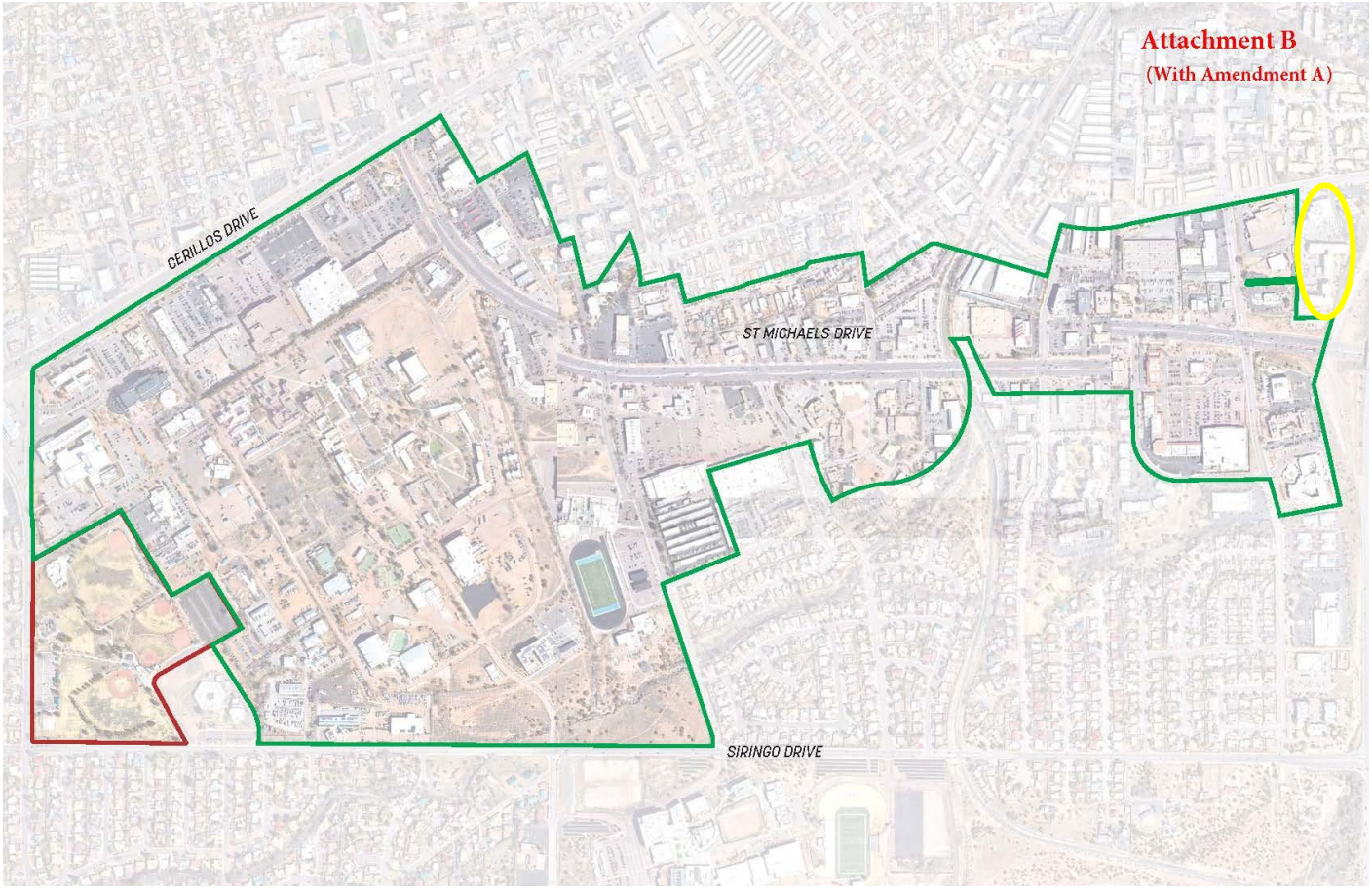
- Deteriorated or Deteriorating Structures
- Defective or Inadequate Street Layout
- Out of date or impractical planning and platting
- Deterioration of Site or Other Improvements
- Defective or Unusual Conditions of Title

How do NM cities establish a Metropolitan Redevelopment Area?

1. **Appoint a Metropolitan Redevelopment Commission**
    a. Mayor appoints and Governing Body approves
    b. Commission makes recommendation for designation and plan approvals
2. **Designate a Metropolitan Redevelopment Area**
    a. Report identifying characteristics of an area in need of redevelopment
    b. Governing Body approval at a public meeting of the Designation Area & Report
3. **Adopt a Metropolitan Redevelopment Plan** -
    a. Identify and deploy methods to eliminate or prevent challenges to economic development
    b. Align redevelopment goals and plans with community needs and objectives, and with the city's General Plan



Midtown District Metropolitan Redevelopment Area Map

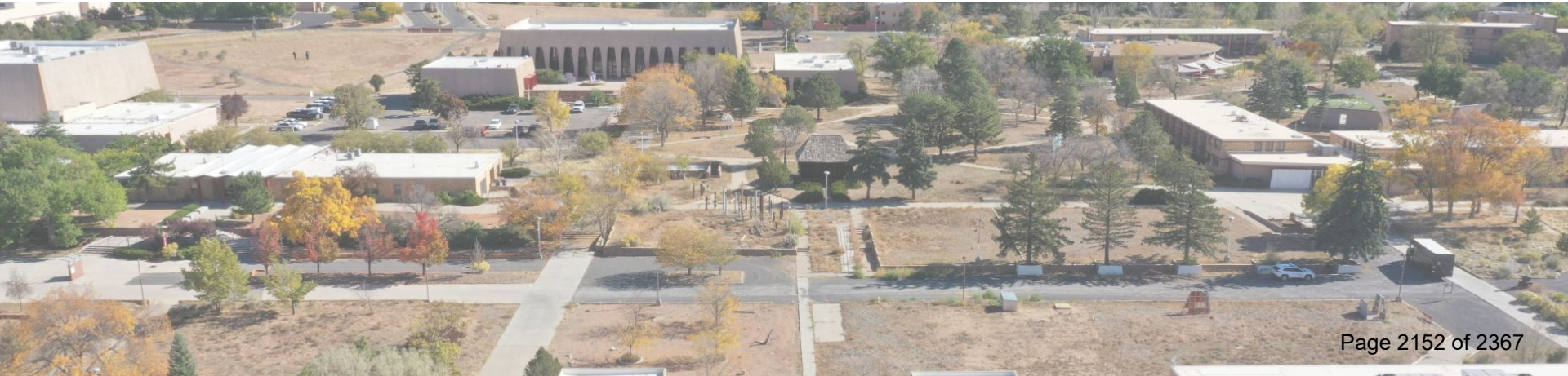


The proposed area matches the commercial areas of the existing LINC Overlay Zone

The Midtown Community Development Plan (2023) highlighted the Midtown District Metropolitan Redevelopment Area Designation as a strategy for economic development and resiliency

ReMike Plan (2012) - Midtown Local Innovation Corridor (2016) - Midtown Master Plan (2022)

The city-owned Midtown Site exemplifies the criteria needed to designate a Metropolitan Redevelopment Area. It is a transformative project that will **enhance & foster** a more resilient, mixed-use Midtown District for years to come.



What are benefits of a Metropolitan Redevelopment Area Designation and Plan?

Increases access to funding sources to stimulate economic development and redevelopment activities

Establishes a governance structure to guide redevelopment for the MRA

Prioritizes resources to address actions identified in the MRA Plan

Drives financial investment decisions to facilitate redevelopment, such as evaluating tax increment financing and the use of limited public resources, to build stronger economic mixed-use corridors

Engages the public in the planning process

Recognizes flexibility in city-owned property valuation in the MRA area

Maintains Governing Body approvals for city-owned property disposition

Timeline for establishing the Midtown MRA

March 26, 2025

Governing Body (introduce area designation resolution)

April 2025

Committees and Commission Presentations

- Metropolitan Redevelopment Commission
- Economic Development Advisory Committee
- Quality of Life Committee
- Finance Committee
- Public Works & Utilities Committee

April 30, 2025

Governing Body (vote)

September/October 2025

Projected Completion and Approval of MRA Plan



CITY OF SANTA FE

METROPOLITAN REDEVELOPMENT AGENCY

For Updates and Information:

Carly Venditti, Asset Development Manager
cavenditti@santafenm.gov

City MRA Website:
www.https://santafenm.gov/community-development/midtown-district-santa-fe/the-midtown-district-santa-fe

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
Midtown Metropolitan Redevelopment Area

Mayor and Members of the City Council:

In relation to Resolution No. 2025-__:

A RESOLUTION
MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

I intend to propose the following amendment(s)

1. On page 1, line 13, after "district", ***insert*** **"AND GENERAL FRANKLIN E. MILES PARK"**.

2. On page 2, line 23, after "LINC", ***insert*** ";and".

3. On page 2, line 24, ***insert*** the following language new paragraphs:

   WHEREAS, General Franklin E. Miles Park , recorded in instrument number 622,332, Book 173, Page 27, filed on May 14, 1987, of the Santa Fe County Clerk ("Franklin Miles Park"), is adjacent to the LINC; and

   WHEREAS, Franklin Miles Park has irrigation infrastructure that is over thirty years old and past its life expectancy; ballfield light poles that have either already been removed due to deteriorating infrastructure or will need to be removed in the future due to deteriorating infrastructure; chronic presence of drug paraphernalia (such as syringes) left by drug users; and rodent damage to concession stands, restrooms, wiring, and irrigation; and

   WHEREAS, Franklin Miles Park's conditions are consistent with the definition of "blight" established in SFCC 1987, Section 7-2.3; and

   WHEREAS, the *Midtown Metropolitan Development Plan: Designation Report* notes on page 15 that the "absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement" and rehabilitating the park would help address this concern.

4. On page 3, line 3, ***insert*** the following new paragraph:

   BE IT FURTHER RESOLVED that a blighted area exists in Franklin Miles Park, depicted on in the southwest corner of Attachment B, and which is adjacent to the LINC, and the rehabilitation, conservation and redevelopment of the park is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

5. On page 3, line 4, after "Multi-Unit Residential Property," ***insert*** "and Franklin Miles Park" and ***replace*** "is" with "are".

6. ***Replace*** Attachment B, which is the last page of the resolution, ***with*** the attached map, revised to include the Governor Franklin E. Miles Park.

This amendment WILL change the caption. __X___

This amendment WILL NOT change the caption. _____

Respectfully submitted,

Councilor Michael Garcia

Approved as to Form:

Erin McSherry

Erin McSherry (Apr 30, 2025 16:49 MDT)

Erin K. McSherry, City Attorney

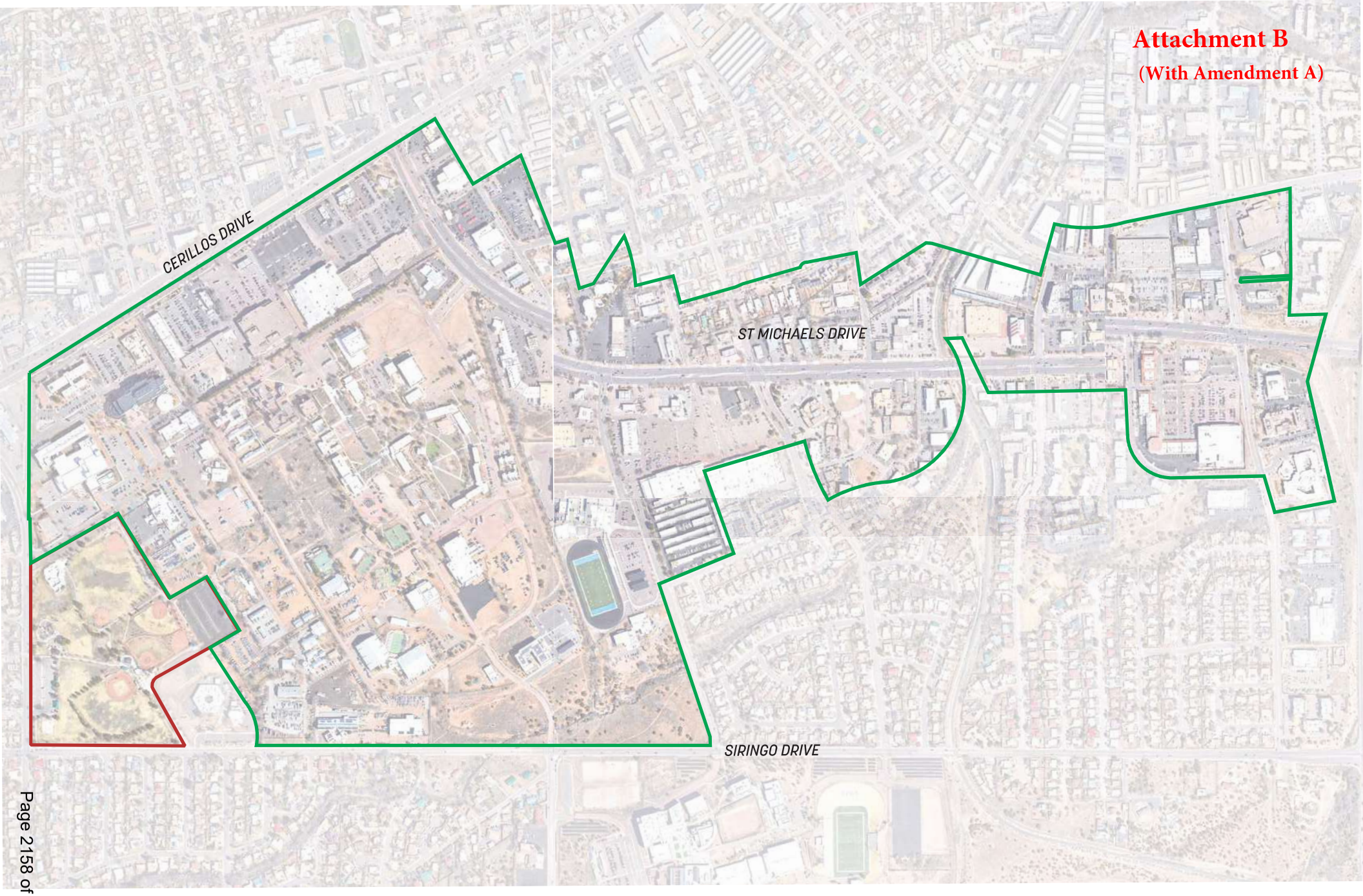
ADOPTED: __X_____
NOT ADOPTED: _____
DATE: 5/28/2025 Governing Body

_____
ANDRÉA SALAZAR, City Clerk

10662.1(A)

Attachment B

(With Amendment A)



CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

RED – AMENDMENT A – Councilor Michael Garcia

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AND GENERAL FRANKLIN E. MILES PARK AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC")

consists of diverse tracts of land which, according to a study commissioned by the City, the *Midtown Metropolitan Development Plan: Designation Report,* Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC; and

WHEREAS, General Franklin E. Miles Park, recorded in instrument number 622,332,

Book 173, Page 27, filed on May 14, 1987, of the Santa Fe County Clerk ("Franklin Miles Park"), is adjacent to the LINC ; and

WHEREAS, Franklin Miles Park has irrigation infrastructure that is over thirty years old and past its life expectancy; ballfield light poles that have either already been removed due to deteriorating infrastructure or will need to be removed in the future due to deteriorating infrastructure; chronic presence of drug paraphernalia (such as syringes) left by drug users; and rodent damage to concession stands, restrooms, wiring, and irrigation; and

WHEREAS, Franklin Miles Park's conditions are consistent with the definition of "blight" established in SFCC 1987, Section 7-2.3; and

WHEREAS, the *Midtown Metropolitan Development Plan: Designation Report* notes on page 15 that the "absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement" and rehabilitating the park would help address this concern.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that a blighted area exists in Franklin Miles Park, depicted on in the southwest corner of Attachment B, and which is adjacent to the LINC, and the rehabilitation, conservation and redevelopment of the park is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property and Franklin Miles Park, ~~is~~ are designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

SANTA FE NEW MEXICAN

150 Washington Ave., Ste 105
Mail Payments To:
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Receipt Invoice

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe NM, 87504-0909

505-955-6131

Tagline:	LEGAL #93713		
Account Number:	S2460		
Ad ID:	93438		
		Sales Rep:	Alejandra Molina
Ordered By:	Geralyn F. Cardenas	**Order Taken By:**	Alejandra Molina
Ad Cost:	$149.20		
Tax Amount:	$12.21	**Payment**	$0.00
Total Amount:	$161.41	**Tagline:**	LEGAL #93713
Amount Due:	$161.41		
PO Number:	City Clerk		
Payment:	$0.00		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 8.330"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	207	**Color:**	

Run Dates:

04/01/25, 04/08/25

LEGAL #93713

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 30, 2025, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The purpose of the public hearing will be to consider the following:

RESOLUTION NO. 2025-TBD. A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area.

This resolution is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

Apr 1, 8, 2025

CITY OF SANTA FE
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The Governing Body shall review and consider all public input prior to taking action.

ANDREA SALAZAR (Mar , 2025 09:48 MDT)

Andréa Salazar,
City Clerk/Director of Community Engagement

Received by the New Mexican

Date: March 27, 2025

To Be Published: **April 1, 2025 and April 8, 2025**

By: _____
The New Mexican (Signature)

LEGAL #93883

CITY OF SANTA FE NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 PM on Wednesday, May 28, 2025, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The purpose of the public hearing will be to consider the following:

RESOLUTION NO. 2025-TBD. A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area.

This resolution is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 AM to 5:00 PM, Monday through Friday.

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The Governing Body shall review and consider all public input prior to taking action.
/s/ Andréa Salazar
City Clerk/Director of Community Engagement

PUB: May 06, 08, 2025.

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING

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The Governing Body shall review and consider all public input prior to taking action.

ANDREA SALAZAR (May 1, 2025 16:51 MDT)

Andréa Salazar,
City Clerk/Director of Community Engagement

Received by the New Mexican

Date: May 1, 2025

To Be Published: **May 6, 2025 and May 5, 2025**

By: _____
The New Mexican (Signature)

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: June 6, 2025

To: Governing Body and Quality of Life Committee

From: Erin K. McSherry, City Attorney EM

RE: Deputy City Manager Appointment

SUMMARY:

The proposed bill would remove the sixty (60) day timeline for appointing a deputy city manager and the requirement that the Governing Body approve the Deputy City Manager's position description. It requires that the deputy city manager have the same minimum qualifications as the city manager.

The bill would also remove language that is inconsistent with the City's Charter that states that the city manager is responsible for the preparation of the annual budget. The Charter requires that the Mayor prepare and introduce the budget.

The sixty-day timeline for appointing a deputy is unrealistic for a new city manager. A timeline also does not serve an apparent public policy interest. For example, if one deputy city manager leaves and the city manager wishes to appoint a new one, a timeline starting at the time the city manager is appointed is illogical.

Requiring the deputy city manager to have the same minimum qualifications as the city manager serves the interest of having an adequately qualified person serve in the city manager's absence during vacations, etc. The required minimum qualifications would not, however, mean that a mayor would have to appoint the deputy city manager as city manager if a city manager departed.

ATTACHMENTS:

Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-16

INTRODUCED BY:

Mayor Alan Webber

A BILL

AMENDING SECTION 2-4.6 TO REMOVE THE SIXTY (60) DAY TIMELINE FOR THE CITY MANAGER TO HIRE A DEPUTY CITY MANAGER AND UPDATE THE SECTION CONSISTENT WITH THE CHARTER

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-4.6 of SFCC 1987 (being Ord. No. 1954-3, § 3, as amended) is amended to read:

2-4.6 - Powers and duties of the city manager.

The city manager shall:

A. Be the chief administrator officer of the city, and be the contracting officer of the city, with the approval of the governing body. The city manager may enter into contracts having up to a total value of one hundred and fifty thousand dollars ($150,000), excluding applicable taxes. Beginning July 1, 2024, the city manager may enter into contracts having up to a total value of two hundred thousand dollars ($200,000), excluding applicable taxes. The city manager shall enter into or terminate the following types of contracts or agreements only with the express approval of the governing body.

underscored material = new [~~bracketed material~~] = delete

(1) Memoranda of understanding (MOUs) with governmental entities, joint powers agreements (JPAs), and any other agreements or contracts with a value that exceeds one hundred and fifty thousand dollars ($150,000), excluding applicable taxes, and two hundred thousand dollars ($200,000) beginning July 1, 2024, excluding applicable taxes. For the purposes of this provision governmental entity includes but is not limited to; counties, states, federal agencies, housing authorities, tribes, or intergovernmental agencies; and

(2) Agreements on land use issues that modify the terms of land use approvals made by the governing body or any other public decision-making body to whom the governing body has delegated some of its zoning and land use authority, or agreements on land use issues that deviate from the ordinances contained in Chapter 14 SFCC 1987 or any plans or agreements that have been approved under those ordinances except as may be authorized in Chapter 14 or by such agreement;

B. Have the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted;

C. Publish a list of all contracts the city manager signed each month to the city's public website within ten (10) business days of the end of each month. The list shall include contract party/ies name(s), value and duration of the contract, and contract purpose. One or more city manager designee(s) may facilitate compiling and publishing the list.

D. Employ and discharge all municipal employees in accordance with the city's personnel rules and regulations, collective bargaining agreements and other applicable policies and ordinances.

E. Coordinate and supervise the activities and operations of the various departments established by the governing body within the city government, and efficiently manage the administrative affairs of the city;

F. Carry out, expeditiously and efficiently, the programs and policies adopted by the governing body and cause to be enforced all ordinances and regulations adopted by the governing body;

G. Attend all meetings of the governing body and of committees thereof, or send a delegate, and the city manager or delegate shall participate in the discussion of all matters pertaining to the administration of city affairs coming before the governing body or such committees, but the city manager or delegate shall not have the right to vote;

~~[H. Be responsible for the preparation of the annual budget;]~~

[~~I~~]H. Keep the governing body informed of the financial condition and of the needs of the city and render reports with respect thereto and with respect to all other city affairs at such times and in such forms as may, from time to time, be prescribed by the governing body, accompanied by such recommendations as the city manager may deem advisable;

[~~J~~]I. Formulate and recommend to the mayor and city council the adoption of such measures as the city manager may, from time to time, deem necessary or advisable for the health, safety and welfare of the city and its inhabitants, or for the improvement of administrative or departmental functions and services;

[~~K~~]J. Make recommendations with respect to the purchase on behalf of the city departments of materials, supplies, and equipment and supervise the making of such purchases when and in the manner authorized by the governing body;

[~~L~~]K. Ensure that the city's collective bargaining management team and the governing body hold a meeting in executive session for the purpose of broadly discussing issues of collective bargaining previous to the annual collective bargaining negotiations between the city and its

bargaining units so as to empower the management team with the authority to negotiate in good faith;

[~~M~~]L. [~~May~~] If desired, appoint a deputy city manager. [~~within sixty (60) days of being appointed city manager. Prior to the appointment of a deputy city manager, the city manager shall present a job description to the governing body for review and approval.~~] The powers and duties designated to the deputy city manager shall not exceed the powers and duties of the city manager, and the minimum qualifications shall be at least those required for the City Manager; and

[~~N~~]M. Report to the governing body every six (6) months regarding the organization of the city's departments and divisions.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jun 6, 2025 16:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/2025-16/ Deputy City Manager Appointment

FIR No. 10689.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Deputy City Manager Appointment

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Human Resources; City Manager; City Attorney's Office

Staff Completing FIR: Erin K. McSherry **Date:** 6/6/2025 **Phone:** (505) 955-6591

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jun 6, 2025 16:16 MDT) **Date:** 06/06/2025

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
The proposed bill would remove the sixty (60) day timeline for appointing a deputy city manager and the requirement that the Governing Body approve the deputy city manager's position description. It requires that the deputy city manager have the same minimum qualifications as the city manager. The bill would also remove language that is inconsistent with the City's Charter that states that the city manager is responsible for the preparation of the annual budget. The Charter requires that the Mayor prepare and introduce the budget.

Departments Affected:
Human Resources Department and City Manager.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Code would continue to provide that the city manager has the right to hire a deputy city manager within sixty (60) days of being appointed and would not require the position of deputy city manager to have the same minimum qualifications as the position of city manager. In addition, the code regarding the city manager duties would remain inconsistent with the City Charter.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The sixty-day timeline for appointing a deputy is unrealistic for a new city manager. A timeline also does not serve an apparent public policy interest. For example, if one deputy city manager leaves and the city manager wishes to appoint a new one, a timeline for hiring the deputy that starts at the time the city manager is appointed is illogical. Requiring the deputy city manager to have the same minimum qualifications as the city manager serves the interest of having an adequately qualified person serve in the city manager's absence during vacations, etc. The required minimum qualifications would not, however, mean that a mayor would have to appoint the deputy city manager as city manager if a city manager departed. The Human

Resources Department would update the minimum qualifications required for the deputy city manager to be the same as the city manager. The city manger would still have the ability to appoint a deputy city manager.

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:

CITY OF SANTA FE
CITY ATTORNEY

MEMORANDUM

To: **Members of the Governing Body**

From: **Frank Ruybalid, Assistant City Attorney** FR

Via: **Erin K. McSherry, City Attorney** EM

Re: **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property owner Miriam Leth-Espensen and agent Stefanie Beninato appeal the Historic Districts Review Board's December 10, 2024, decision denying a request for an exception to exceed the 4'6" maximum allowable height by 1'2", for a fence in front of a contributing house in the Downtown and Eastside Historic and Business Capital Districts.

Date: **April 25, 2025, for the April 30, 2025, Governing Body meeting**

Property owner, Mirian Leth-Espensen, represented by agent Stefanie Beninato ("Appellant") has filed an Appeal challenging a decision by the Historic Districts Review Board ("HDRB" or "Board") denying her application to approve a 5-foot-8-inch-high fence at 614 Paseo de Peralta (the "Property"). A contractor for the Appellant Ms. Leth-Espensen built the fence without applying for a building permit or HDRB approval, and the City issued Notices of Violation to the property owner. The property is in the Downtown and Eastside Historic District and in the Business Capital District, East Marcy / East Palace Subdistrict. After a public hearing on December 10, 2024, the HDRB denied the Appellants' application for retroactive approval of the non-compliant fence and the exception the Appellants sought to the Historic Districts Code. The Appellants appeal the HDRB's denial.

Both the Business Capital District standards and the Historic Districts Code restrict the height of fences. **[Santa Fe City Code ("SFCC" or "Code") Sections 14-7.4(A) and 14-5.2(D)(9)(c)(ii) (C)]** The Business Capital District's height limitations are more restrictive than the Historic District's, and the Code requires that the more restrictive limitation prevails over the less restrictive. **[SFCC Section 14-1.7(B)]** The Historic Districts Code permits exceptions to the Historic Districts standards **[SFCC Section 14-5.2(C)(5)(c)]**, and the Appellant (the "Applicant" in the HDRB hearing) asked the Board to grant an exception. The six exception

criteria require the HDRB to consider elements such as the character of the streetscape, special conditions peculiar to the land, and the preservation of the City's historic areas. **[SFCC Section 14-5.2(C)(5)(c)]** The HDRB also considered that the structure on this property has a historically "contributing" designation, and the Code prohibits the HDRB from approving an alteration that jeopardizes that designation. **[SFCC Section 14-5.2(D)(1)(a)]**

Appellant claims the location of the property in a high-traffic area poses a hazard to her, the high fence is a necessary safeguard against trespass and vandalism, and the HDRB decision was arbitrary, capricious, and not based on the facts or the law. **[Ex. A, Verified Appeal Petition ("Petition"), at 4]** She also argues that other property owners in the Historic Districts and on this streetscape have installed 6-foot fences, approved by the HDRB, and the denial of the exception for her fence is, therefore, unfair. **[Ex. A, Petition, at 3, 9]** In this "de novo" appeal, the Governing Body may uphold or reverse the HDRB's decision to deny the application and the exception. **[SFCC Section 14-2.2(F)]** A "de novo" appeal is one in which the Governing Body conducts an independent application of the law to the evidence to decide whether the facts and the law support the structures' historic statuses.

I. BACKGROUND

A. <u>The Property, its History, and its Relation to the Street</u>

The Property is on the south side of Paseo de Peralta, across the street and to the west of the entrance to Historic Fort Marcy Park. It has a mixed use as a residence and Miriam's Well School of Weaving, which offers small weaving and textile-design classes. **[Ex. A, Petition, at 7; Ex. C, Excerpt from Minutes, at 38]** The Property is listed as historically contributing in the Downtown and Eastside Historic District, and is on the northern edge of the Business Capital District, East Marcy/East Palace Subdivision. **[Ex. C, Minutes, at 32-33]** Seven of the nine houses on Paseo de Peralta between East Marcy and Otero streets have either a contributing or significant status, and the Property is one of the seven. **[Ex. J, Building Historic Status Map, at 117]** The Anglo-American arrival influenced the development of this streetscape, and the houses in this area reflect the Anglo-American style of architecture, including low front-yard fences. **[Ex. C, Minutes, at 33]** The structure has a moderately pitched, gabled roof, deep-set windows, and a large bay of windows on the north where a porch has been enclosed. **[Ex. C, Minutes, at 32]** A photograph from the 1985 Historic Building Inventory illustrates that this house, like others in the streetscape, had low, fenestrated fencing at the property line. **[Ex. D, Staff Memo, at 53]** Although it is difficult to discern the exact fence material in the 1985 photograph, it is clear that historically the house had a direct relationship with the street, as do other historic buildings in the streetscape. **[Ex. C, Minutes, at 33]**

The south side of Paseo de Peralta has several distinguishing characteristics from the north side of the street. On the curve between East Marcy and Otero Streets, only the south side of Paseo de Peralta is within the Business Capital District ("BCD"); the north side of the street is outside the BCD. **[Ex. H, BCD Map Detail, at 115]** The south side of the street is lined with lower fences and yard walls with stepped heights, picket and wire fences, and walls combined with wrought-iron fencing creating an open fenestration of the wall. The north walls of two

structures (one residential and one commercial) abut the sidewalk. **[Ex. C, Minutes, at 34; Ex. D, Staff Memo, at 45, 49, 58]** There is a considerable grade difference between the south side of the street, which has a gradual slope, and the north side, where the steep, switchback trail to the Cross of the Martyrs commences. **[Ex. D, Staff Memo, at 45, 88]** Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. **[Ex. D, Staff Memo, at 45]**

B. Business Capital and Historic District Standards

Two standards limit the height of walls and fences in the neighborhoods in the northeast downtown area of Santa Fe. Height standards are found in both the Business Capital Districts Code, SFCC Section 14-7.4, Table A-1, and the Historic Districts Code, SFCC Section 14-5.2(D)(9)(c)(ii)(C). Height and other limitations in the BCD Code are more restrictive than those in the Historic Districts Code and, under this section of the SFCC, the more restrictive code section supersedes the less restrictive:

> 14-1.7 – CONFLICTING PROVISIONS: . . . (B) In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance, resolution or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires: . . .
>
> (2) the lower height of structure or lesser number of stories;

SFCC Section 14-5.1 has similar language: "When the requirements of an overlay district are in conflict with those of the underlying district or those of another overlay district, the more restrictive limitation or requirement controls as provided for in Section 14-1.7."

The BCD has several subdivisions, and 614 Paseo de Peralta is in the East Marcy / East Palace Subdistrict ("BCD EAS") **[Ex. H, BCD Map Detail, at 115]** Table A-1 under SFCC Section 14-7.4 reads, with respect to the BCD EAS subdistrict, "[w]alls, fences, and hedges permitted to maximum of 4 feet." **[Ex. I, BCD Table, at 116]** The Historic Districts Code, SFCC Section 14-5.2(D)(9)(c)(ii)(C), reads, "Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape." In compliance with this formula, the Staff took the measurements of 38 other fences and yard walls along the Paseo de Peralta streetscape and calculated the average, which was 54 inches, or 4 feet, 6 inches. **[Ex. D, Staff Memo, at 56]** Applying the height limitation of the BCD EAS, which is 4 feet, the Appellant's fence, at 5 feet 8 inches, exceeds it by 20 inches, or 1 foot 8 inches. Applying the height limitation of the Historic Districts Code under SFCC 14-5.2(D)(9), which is 4 feet 6 inches, the Appellant's fence exceeds it by 14 inches.

The property at 614 Paseo de Peralta has been designated historically "contributing" under the Historic Districts Code. **[Ex. J, Building Historic Status Map, at 117]** SFCC Section 14-12.1, defines this status level for historic properties:

> CONTRIBUTING STRUCTURE: A structure, located in a historic district, approximately 50 years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

The Code expressly prohibits any alteration to contributing, significant or landmark structures that will cause the structures to lose these specially protected designations. SFCC Section 14-5.2(D)(1)(a) reads:

> The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

Proposed additions or alterations that do not comply with Code restrictions for significant or contributing buildings are not entirely prohibited; the HDRB can permit them if the property owner or project applicant requests an "exception" and meets six criteria described in the Code at SFCC Section 14-5.2(C)(5)(c). The applicant has the burden of "conclusively demonstrating" the exception criteria. **[SFCC Section 14-5.2(C)(5)(c)]**

II. PROCEDURAL HISTORY

A. Notices of Violation

From at least 2015 through 2023, 614 Paseo de Peralta had a low white frame and wire mesh fence on its north lot line, which permitted an unobstructed view of the house from Paseo de Peralta. **[Ex. D, Staff Memo, at 45-46]** In August, 2023, a constituent complained that workers were building a new fence without a permit, and on August 18, 2023, a Building Inspection officer issued Ms. Leth-Espensen a Notice of Violation and a stop-work order, commonly called a "red tag." **[Ex. F, Notices of Violation, at 108]** Ms. Leth-Espensen sent an e-mail to the Staff apologizing for failing to obtain a permit, and claiming she went to the permit office where she was told she did not need a permit as long as the new fence did not exceed the height of the old fence. **[Ex. D, Staff Memo, at 103]**

The fence had not been removed by February, 2024, and the Building Inspection officer returned to the address and issued another Notice of Violation January 11, 2024. **[Ex. F, Notices of Violation, at 109]** Finding the fence still in place in April, the Historic Preservation Staff issued another Notice of Violation and filed it in Santa Fe Municipal Court, where the City opened a criminal case against Ms. Leth-Espensen, Case # CE 2024-00005. **[Ex. F, Notices of Violation, at 111]** On motions by Ms. Leth-Espensen's defense counsel, Lisa Torraco, that case has been postponed pending the outcome of the Governing Body Appeal hearing. Ms. Leth-Espensen (the "Applicant") applied for an HDRB review. **[Ex. G, HD Application, at 113-114]**

The Staff set an HDRB hearing on her application for December 10, 2024. The Applicant requested that the HDRB consider granting an exception to the fence height restrictions in the City Code, and she offered several reasons why she believed she fulfilled the six exception criteria. **[Ex. D, Staff Memo, at 88-89]**

B. Staff Recommendations

In its Staff Report to the HDRB, the Staff recommended that the application for the fence be denied. **[Ex. C, Minutes, at 35; Ex. D, Staff Report, at 44]** The Staff cited the height restrictions in the BCD East Marcy Subdistrict and the General Design Standards for the Historic Districts under SFCC Section 14-5.2(D) as bases for denying the application. **[Ex. C, Minutes, at 34-35; Ex. D, Staff Report, at 45-48]** In response to the request for exceptions, the Staff provided the following analysis in support of the recommendation to deny:

- Although high retaining walls and yard walls appear on the north side of Paseo de Peralta, they are required because the slope on the north side of the street is extreme while the slope on the south side of the street is more gradual;

- Low yard walls and fences, consistent with the BCD EAS ordinance, and fenestrated walls and fences, such as picket and wrought-iron fences are more characteristic of the south side of the street;

- The Applicant's need for security is no greater than that of other residents on this street, and their houses have low fences and yard walls, and the Applicant could increase her safety by measures other than a high fence that obstructs the view of the house;

- The hardships the Applicant faces without a high fence on her lot line affect all property owners on that streetscape, and the exception criteria requires the Applicant to demonstrate that the circumstances justifying an exception are unique to her property; and

- It is immaterial that the structure on the Applicant's property is a live-in workplace, as there are both residential and commercial properties on that block. **[Ex. D, Staff Report, at 48-52]**

C. Board Decision to Deny Application

On December 10, 2024, the HDRB held a public hearing about the application and request for an exception. Stefanie Beninato represented the Appellant in that hearing. **[Ex. C, Minutes, at 35]** Five members of the Board participated in the hearing. Because the chair only has a vote in the event of a tie, four members voted. **[City Resolution # 2009-20, Art. 11, § 2(B); Ex. C, Minutes, at 42]** The Staff gave a history of the property, described the project application, and recommended that the HDRB deny the project and enter findings that the exception criteria had not been met. **[Ex. C, Minutes, at 34-35]**

In the Applicant's presentation, Ms. Beninato asked Board Member Jennifer Biedscheid to disqualify herself. **[Ex. C, Minutes, at 35-36]** Ms. Beninato expressed concern that Member Biedscheid had a bias against the Applicant because the Applicant had posted a placard on her fence urging voters not to retain Judge Bryan Biedscheid, Jennifer Biedscheid's husband, in the 2024 general election. Member Biedscheid declined to disqualify herself, assuring the Applicant she had no bias, and that her service to the HDRB is not influenced by her husband's career or by cases that he presides over. **[Ex. C, Minutes, at 35-36]**

Ms. Beninato said that when the property had a low, wire fence, salt from the City's treatment of the icy street in the winter damaged the front of the house, and pedestrians coming and going from nearby parks trespassed on the property. **[Ex. C, Minutes, at 36]** Ms. Beninato gave examples of other properties in the Historic Districts with high fences, including one at the Girls, Inc., property at Paseo de Peralta and Hillside Avenue. **[Ex. C, Minutes, at 37]** Ms. Leth-Espensen also addressed the Board, testifying that strangers and homeless persons would pass through her property when she had a low fence, and the contractor told her that if the fence was not 6 feet or taller she would not need a permit. She felt that the fence was a solution to the increased traffic, tourists, and criminal elements of the city. **[Ex. C, Minutes, at 37]** Two members of the public addressed the Board, both expressing disapproval of the fence. **[Ex. C, Minutes, at 40-41]**

Member John Bienvenu moved, and the Board voted unanimously among the four voting members to deny the application, and to deny the height exception the Applicant sought. **[Ex. C, Minutes, at 42]** On February 11, 2025, the HDRB adopted written Findings of Fact and Conclusions of Law reflecting its decisions regarding the Property. **[Ex. B, Findings & Conclusions, at 25-29]**

D. Requirement for Board of Adjustment Review

Although the exception criteria under SFCC Section 14-5.2(C)(5)(c) allow the HDRB to consider many circumstances affecting a property when it reviews a project proposal, variations from the Business Capital Standards can be approved only by the Board of Adjustment. **[SFCC Sections 14-2.4 (Board of Adjustment); 14-2.5 (BCD Design Review Committee); 14-3.16 (Variances)]** For this reason, if the Governing Body grants the Appellant's appeal, the Appellant will have to submit her project to the Board of Adjustment for permission to exceed the height restrictions of the BCD EAS.

III. APPEAL TO THE GOVERNING BODY

A. Applicable Code Sections

Under SFCC Section 14-3.17(A)(2), an appeal of an HDRB decision may be filed for one or more of the following reasons:

(a) To contest non-compliance of a final action with Chapter 14 or

Sections 3-21-1 through 3-21-14 NMSA 1978 (the New Mexico zoning enabling act);

(b) To contest the application of SFCC Chapter 14; or
(c) To appeal a decision lacking substantial evidence to support it.

Although the Appellant claims a violation of her constitutional right of "equal protection," SFCC Section 14-3.17(A)(2) does not permit the Governing Body to base a decision on such a claim.

B. The Appellants' Claims

In her Verified Appeal Petition ("Petition"), the Appellant claims the HDRB made an arbitrary and capricious ruling which was not based on the law or the facts of the case. **[Ex. A, Petition, at 4]** She claims:

1. She is in danger from trespass, vandalism and burglaries, and the Board's decision impairs her physical safety and the peaceful enjoyment of her property. **[Ex. A, Petition, at 3, 7]**

2. Other parts of her property have coyote fencing, and the disapproval of a coyote fence on the street frontage requires two different types of fencing, creates an aesthetically incongruous and disharmonious property and devalues the property. **[Ex. A, Petition, at 3-5]**

3. Coyote fencing is commonplace on the Paseo de Peralta streetscape and elsewhere on the block, notably in the Castillo Plaza, which provides off-street parking to the Appellant's property and other business on that block. **[Ex. A, Petition, at 4-6]**

4. The Appellant has been treated unfairly because property owners at 803 Agua Fria St. and 301 Hillside Ave. (Girls, Inc.) have been permitted to build high coyote fences, the property owners at 803 Agua Fria St. have not complied with conditions the HDRB imposed, and they have not been issued a Municipal Court citation. **[Ex. A, Petition, at 3-5, 9]**

5. The Appellant has suffered a disadvantage by the City's failure to adopt Findings of Fact and Conclusions of Law within 35 days after the HDRB hearing, and the time for the Appellant to file her Appeal starts running on the 35th day after the hearing. **[Ex. A, Petition, at 3-4]**

6. The Board did not correctly apply the definition of "Streetscape," set forth in SFCC Section 14-12.1, which includes both sides of the street for 300 feet in either direction of the subject property. **[Ex. A, Petition, at 4-5]**

7. Member Biedscheid's refusal to disqualify herself resulted in an unfair hearing to the Appellant. **[Ex. A, Petition, at 10-11]**

IV. ANALYSIS

A. Evidence Supporting the Board's Decision

The HDRB had evidence to support its decision to deny the application and to deny the exception the Appellant requested. The Board spent an hour and 15 minutes on this hearing, there are 14 pages of Minutes for this discussion and Board's decision, and it is clear that the Board gave the Appellant and her attorney (Ms. Beninato) ample opportunity to offer evidence and to answer all the Board's questions. **[Ex. C, Minutes, at 32-43]**

In response to the arguments made by the Appellant in her Verified Appeal Petition, the Governing Body may consider, with respect to each of the Appellant's arguments, the following:

1. **The Appellant's exposure to safety hazards:**

The Board found that there are other, unprotected points of access to the house, notably on the east and west sides, and there was no proof that the coyote fence on the street front provides greater protection than any other fence. **[Ex. B, Findings & Conclusions, at 27; Ex. C, Minutes, at 38]** There is no barrier separating the Appellant's house from the adjacent property to the west, which has only a low yard wall, and the coyote fence on the Appellant's north lot line does nothing to prevent access through the neighboring property. **[Ex. C, Minutes, at 38; Ex. D, Staff Report, at 96-97]** The HDRB also found that hazards to the Appellant can be mitigated by other designs, such a lower, picket fence which could have pointed pickets, or a wrought-iron fence which could have pointed finials. **[Ex. B, Findings & Conclusions, at 27; Ex. C, Minutes, at 39-40]**

The exception criteria require special circumstances not applicable to other lands or structures. **[SFCC Section 14-5.2(C)(5)(c)(iv)]** The HDRB found that the Appellant had not shown a need for safety greater than at any other heavily traveled location, and that all the properties on the south side of Paseo de Peralta abut the sidewalk or have a minimal setback, and are similar to the subject property. **[Ex. B, Findings and Conclusions, at 27]**

2. **Aesthetic impairment from disallowance of coyote fencing:**

Photos presented to the Board depicting the property when it had a lower fence show that persons passing on Paseo de Peralta cannot see the coyote fencing in the back of the property. Trees and foliage on the east and west sides of the Appellant's house obstruct the view of the back yard, and fencing in the interior Castillo Plaza is not visible even from the unfenced adjacent property to the west. **[Ex. D, Staff Report, at 46, 96-97]** The Board found the height and its lack of fenestration, greatly obstructing the view of the house, as the fence's problematic characteristics, not necessarily its composition of latillas. **[Ex. C, Minutes, at 38, 40]**

The property owner's personal sense of aesthetics is not among the criteria the Board must consider, for that would make Code-mandated design standards meaningless to the extent a property owner does not like them. **[SFCC Section 14-5.2(C)(5)(c)]** The Board must consider the property's harmony with the streetscape, the preservation of historic areas and the "qualities relating to the history of Santa Fe." **[SFCC Section 14-5.2(A)(1)]** The history of the BCD EAS does not support high, solid fences. **[Ex. D, Staff Report, at 48-49]**

3. **Coyote fencing found elsewhere on the block:**

In a hearing in July, 2024, the Board approved a six-foot-high coyote fence at Girls, Inc., at 301 Hillside Ave., which is down the street to the east and visible from 614 Paseo de Peralta. **[Case # 2024-8626-HDRB]** However, the section of 301 Hillside Ave. that abuts Paseo de Peralta is on the north side of the street, the north side of Paseo de Peralta is outside the BCD EAS, and the fence height restrictions of the BCD EAS do not apply there. **[Ex. H, BCD Map Detail, at 115]**

The Board approved exception criteria for the fence at the Girls, Inc., property, and structures approved by a variance or exception are excluded from the streetscape by SFCC Section 14-5.2(D)(9)(b)(ii). This section reads: "When determining streetscape, the following structure types shall be excluded: . . . existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape." When approving the fence at Girls, Inc., the Board considered that that property already had coyote fencing, and a six-foot-high chain-link fence.

4. **High fences have been approved at 803 Agua Fria St. and 301 Hillside Ave.:**

The standards for the BCD EAS, Sections 14-7.4(A), control the *south* side of Paseo de Peralta only, and 301 Hillside Ave. (Girls, Inc.) is on the north side. **[Ex. H, BCD Map Detail, at 115]** The Business Capital District's height limitations are more restrictive than the Historic District's, and SFCC Section 1.7(B), reads that the more restrictive limitation prevails over the less restrictive.

803 Agua Fria St. is in a different historic district: the Westside-Guadalupe Historic District, controlled by a different section of the Historic Districts Code, SFCC Section 14-5.2(I). It is also on a different streetscape. And, because it is not in the Business Capital District or any subdistrict of the BCD, average height on the streetscape is the sole height regulation that applies under the Code. SFCC Section 14-5.2(I)(1)(f) specifically permits coyote fencing for the Westside-Guadalupe Historic District, but coyote fencing is solely at the Board's discretion for the Downtown and Eastside Historic District, SFCC Section 14-5.2(E).

Even if there were non-conforming properties in the vicinity of other structures or walls/fences that do not comply with the City Code, it is no defense to a prosecution for violating an ordinance that others have been permitted to violate it without prosecution or punishment. *City of Santa Fe v. Gamble-Skogmo, Inc.*, 1964-NMSC-016, ¶ 24, 73 N.M. 410, 389 P.2d 13 (1964); *Kansas City v. Wilhoit*, 237 S.W.2d 919, 924 (Kan.App. 1951).

5. **Delay in adopting Findings of Fact and Conclusions of Law:**

The Board approved the Findings of Fact and Conclusions of Law for 614 Paseo de Peralta in its meeting on February 11, 2025, which was 63 days after the HDRB heard the

Appellant's presentation on the project. **[Ex. B, Findings and Conclusions, at 29]** An Appellant's Appeal Petition must be submitted not later than the 50th day after a Land Use Board hearing, in accordance with SFCC Section 14-3.17(C)(1)(c) and (4)(b), but the Appellant does not have to wait until the HDRB approves the Findings of Fact and Conclusions of Law for the project to get a clear understanding how the Board voted. The Appellant can review any dialogue that took place in the hearing by replaying the hearing on the YouTube site. The link to the YouTube video is printed on the Agenda for the respective HDRB hearing.

There is no disadvantage to the Appellant that the Findings and Conclusions are approved after a Land Use Appeal comes due, as they do not control the discussion at the Appeal Hearing. The Appeal procedure, controlled by City Resolution # 2011-24, reads that the parties to the Appeal Hearing may introduce evidence that was not previously part of the Record. **[City Resolution # 2011-24(VIII)(E), Other Evidence]**

6. **Code definition of "streetscape" includes both sides of the street for 300 feet both directions:**

The Code provision the Appellants cite, SFCC Section 14-5.2(D)(9)(a)(ii)(B), is not the only Code section setting the considerations for streetscapes and fence heights. Also bearing on the height calculation are the six Streetscape Standards, found at SFCC Section 14-5.2(D)(9)(b)(i-vi). These standards exclude the Girls, Inc., property at 301 Hillside Ave. because structures approved by variance or exception are not considered, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on the streetscape are not considered. It is immaterial that "streetscape" includes both sides of the street under SFCC Section 14-5.2(D)(9)(a)(ii) because the BCD EAS standards, SFCC Section 14-7.4(A), are more restrictive than the streetscape definition at SFCC Section 14-5.2(D)(9), and under the Code the more restrictive limitation prevails. **[SFCC Section 14-1.7(B)]**

Also, the definition of "streetscape" at SFCC Section 14-12.1, requires the Board to consider the visual character of a street according to its topography, the pattern of structures and open space, building and wall setbacks, street and architectural design, and heights, widths and proportions of the structures. The length of the streetscape under SFCC Section 14-5.2(D)(9)(a)(ii)(B) is only part of the equation.

7. **Member Biedscheid's refusal to disqualify herself:**

The sole reason the Appellant gave for her request that Board Member Jennifer Biedscheid recuse herself was that the Appellant had posted a placard on her fence urging voters not to retain Judge Bryan Biedscheid, Member Biedscheid's husband, in the 2024 general election. **[Ex. C, Minutes, at 35-36]** A person presiding over a quasi-judicial proceeding, such as a land-use hearing, is held to the same standard as a judge, with respect to matters which affect the hearing officer's family member. Rule 21-211(3) NMRA reads that a judge must disqualify herself when "[t]he judge knows that he or she, individually or as a fiduciary, or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household, has an *economic interest* in the subject matter in controversy

or is a party to the proceeding." (Emphasis added.) And under the City Code, a conflict of interest means a prospect of *pecuniary*, or financial, gain or loss from an official act of a public official or any member of her family. **[SFCC Section 1-7.5]** There was never any claim that Member Biedschied or other relevant person, such as a member of her family or family's business, had a financial interest in this project, or that she would gain financially from its defeat.

Member Biedscheid was one of the four voting members of the HDRB who unanimously denied the exception for the fence project. **[Ex. C, Minutes, at 42]** Even if Member Biedschied recused herself, the vote would have been 3-0 to deny it, a unanimous outcome.

B. Standard of Review

On appeal, the Governing Body should independently apply the Code provisions to the facts of this case. *See* Appendix (relevant Code provisions).

V. CONCLUSION

In considering the Appellant's appeal, the Governing Body must address the following question:

Has the Appellant conclusively demonstrated she fulfills the six criteria for an exception to the Historic District standards?

If the answer is "**no**," then the Governing Body should deny the appeal.

If the answer is "**yes**," then the Governing Body should grant the appeal and state the facts supporting each of the six criteria.

VI. MOTION OPTIONS

There are two options for motions in this case:

Motion 1: I move to deny the appeal, on the grounds that the 5-foot-8-inch, solid fence is non-conforming to Historic District height and design standards for that streetscape and the Appellants have not conclusively demonstrated the six criteria for an exception to these standards.

Motion 2: I move to grant the appeal, on the grounds that, although the 5-foot-8-inch, solid fence is non-conforming to Historic District height and design standards for that streetscape, the Appellants have conclusively demonstrated the six exception criteria. The facts supporting the exception criteria are (state (i) through (vi)):

VII. LIST OF EXHIBITS

A	Verified Appeal Petition and Appellant's Exhibits	Jan. 28, 2025	pp. 1-24

B	HDRB Findings of Fact and Conclusions of Law	Feb. 11, 2025	pp. 25-29
C	Excerpts from Board Meeting Minutes	Dec. 10, 2024	pp. 30-43
D	HP Staff Report	Dec. 10, 2024	pp. 44-106
	1) Senior Planner Memo	Dec. 10, 2024	pp. 44-52
	2) Senior Planner Exhibits		pp. 53-86
	3) Application Packet	Oct. 1, 2024	pp. 87-104
	4) Historic Districts Wall & Fence Guidelines		pp. 105-106
E	Board Action Letter		p. 107
F	Notices of Violation		pp. 108-112
	Code Report and Stop Work Order	Aug. 18, 2023	p. 108
	Notice of Violation	Jan. 11, 2024	pp. 109-110
	Notice of Violation and Land Use Citation	Apr. 11, 2024	pp. 111-112
G	Historic Districts Application	March 1, 2024	pp. 113-114
H	Business Capital District map detail		p. 115
I	Business-Capitol District table (East Marcy Subdistrict)		p. 116
J	Building Historic Status map detail		p. 117

APPENDIX:
EXCERPTS FROM SANTA FE CITY CODE

§ 14-1.7 – Conflicting Provisions

. . .

(B) In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance, resolution or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires:

(1) the greater width or size of yards, courts or other open spaces;
(2) the lower height of structure or lesser number of stories;
(3) the greater percentage of lot or land to be left unoccupied; or
(4) other higher standards.

§ 14-5.2 – Historic Districts

(A) General Provisions

(1) General Purpose

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a) The continued existence and preservation of historical areas and buildings;
(b) The continued construction of buildings in the historic styles; and

(c) A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

. . .

(C) Regulation of Significant and Contributing Structures in the Historic Districts

(1) Purpose and Intent

It is intended that:

(a) Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken;

(b) Changes to structures that have acquired historic significance in their own right shall be retained and preserved, recognizing that most structures change over time;

(c) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure be preserved; and

(d) New additions and related or adjacent new construction be undertaken in such a manner that if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

. . .

(5) Exceptions

Staff shall determine if an exception to this section is required. The historic board may grant or deny an exception to the regulations set forth in this section provided that such exception does not exceed the underlying zoning.

. . .

(c) Height, Pitch, Scale, Massing, and Floor Stepbacks

The board is the city administrative board reviewing and granting or denying requests for exceptions from regulations set forth in Subsection 14-5.2(D)(9). . . . The board may grant exceptions and impose conditions thereon to Subsection 14-5.2(D)(9) for height of structures within the historic districts as specified in Subsection 14-5.2(D)(9)(a). In order to approve an exception, the board shall make findings of fact that the applicant conclusively demonstrated that requested exceptions comply with all the criteria listed as follows: (Ord. No. 2023-27 § 1)

(i) Do not damage the character of the streetscape;

(ii) Prevent a hardship to the applicant or an injury to the public welfare;

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts;

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant; and

(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).

(D) General Design Standards for All H Districts

In any review of proposed additions or alterations to structures that have been declared significant or contributing in any historic district or a landmark in any part of the city, the following standards shall be met:

(1) General

(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

(b) If a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied.

. . .

(9) Height, Pitch, Scale, Massing and Floor Stepbacks

The height, pitch, scale, and massing of any structure in a historic district, as defined in this section, shall be limited as provided for in this section, unless further restricted within this chapter.

(a) Applicability

The following sections identify specific areas and specific projects subject to this section. Planning and land use department staff shall determine whether or not properties are included within this section. (Ord. No. 2007-45 § 30; Ord. # 2020-22, § 16)

(i) Specific Areas

A. The authority to limit the height of any structure, as provided in this section, shall apply within the downtown and eastside, Don Gaspar, historic transition, and Westside-Guadalupe historic districts.

. . .

(ii) Project Types

Planning and land use department staff shall determine the applicability of this section to individual projects and the applicable streetscape as follows: (Ord. # 2007-45 § 30; Ord. # 2020-22, § 16)

A. If the project location is sited on a street which extends linearly with no interruptions or truncations, the streetscape shall include buildings, yard walls, and fences on both sides of the street on which the proposed building, yard wall, or fence is to be located, for a distance of six hundred (600) feet measured from the midpoint of the street facing façade(s) of the proposed building, yard wall, or fence in both directions parallel to the street centerline. See Illustration 14-5.2-1, “Linear Street - No Interruptions or Truncations.”

B. If the streetscape is truncated by an intersecting block or a

visual intrusion (such as a curve or turn in the streetscape) before the six hundred (600) feet is measured, the streetscape shall include all buildings, yard walls, or fences up to and including those which front the intersection or intrusion. See Illustration 14-5.2-2, "Truncation by an Intersecting Block or Visual Intrusion."

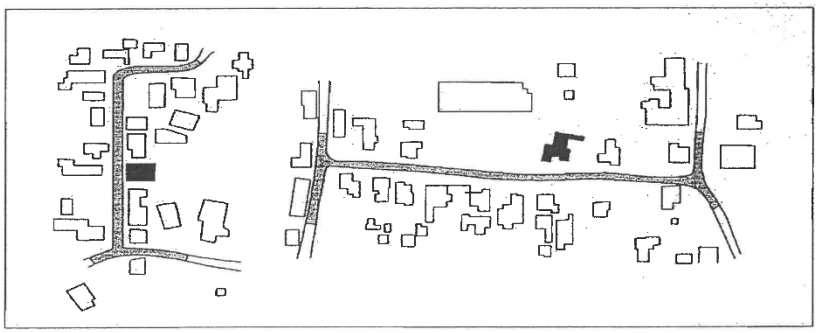


Illustration 14-5.2-2 Truncation by an Intersecting Block or Visual Intersection

(b) Streetscape Standards

. . .

(ii) When determining streetscape, the following structure types shall be excluded: institutional, buildings originally constructed to house a hotel, residential multiple unit, buildings with non-historic multiple stories, non-historic pitched roof, auxiliary outbuildings such as sheds, existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape.

. . .

(c) Height

. . .

(ii) In exercising its authority under this section, the board shall limit the height of structures as set forth in this section. Heights of existing structures shall be as set forth on the official map of building heights in the historic districts.

. . .

C. Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.

(iii) In historic districts, height shall be the vertical distance measured between the highest part of a structure and the existing grade or finished grade, whichever is more restrictive, at the midpoint of the street facing facade, excluding rooftop appurtenances, the increased height of walls or fences over pedestrian and vehicular openings, and gates (either in opened or closed position).

. . .

§ 14-7.4 – Business-Capitol Districts

(A) Table of Dimensional Requirements for Townscape Subdistricts

East Marcy / East Palace:
Maximum Height of Structures (feet): 27
Maximum Lot Coverage Ratio: No requirements
Building Placement and Setback Requirements (feet):
Building setback requirements:
Street: Note 4 (10 feet)
Side: 5
Rear: 10
Minimum Open Space Requirements:
Open space of no less than 10 percent of the lot area shall be located adjacent to the front property line to serve as yard or courtyard
Landscape Treatment in Yards:
Landscape treatment required in yards and open space. Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip.
Height of Walls and Fences (feet):
Walls, fences, and hedges permitted to maximum of 4 feet
Placement of Off-Street Parking: Parking prohibited in required front yard
Portals: Prohibited within ROW

(B) Additional Regulations

. . .
(3) Design Objectives for Individual Townscape Subdistricts
The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:
. . .
(e) East Marcy / East Palace Subdistrict:
(i) maintain the continuity of blockfaces, including street trees and yards;
(ii) retain the residential scale of the area by limiting building heights and requiring yards;
(iii) encourage low walls that are compatible with the characteristic open yards; and
(iv) encourage a sense of openness.

§ 14-12.1 – Definitions

CONTRIBUTING STRUCTURE
A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure

is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

STREETSCAPE

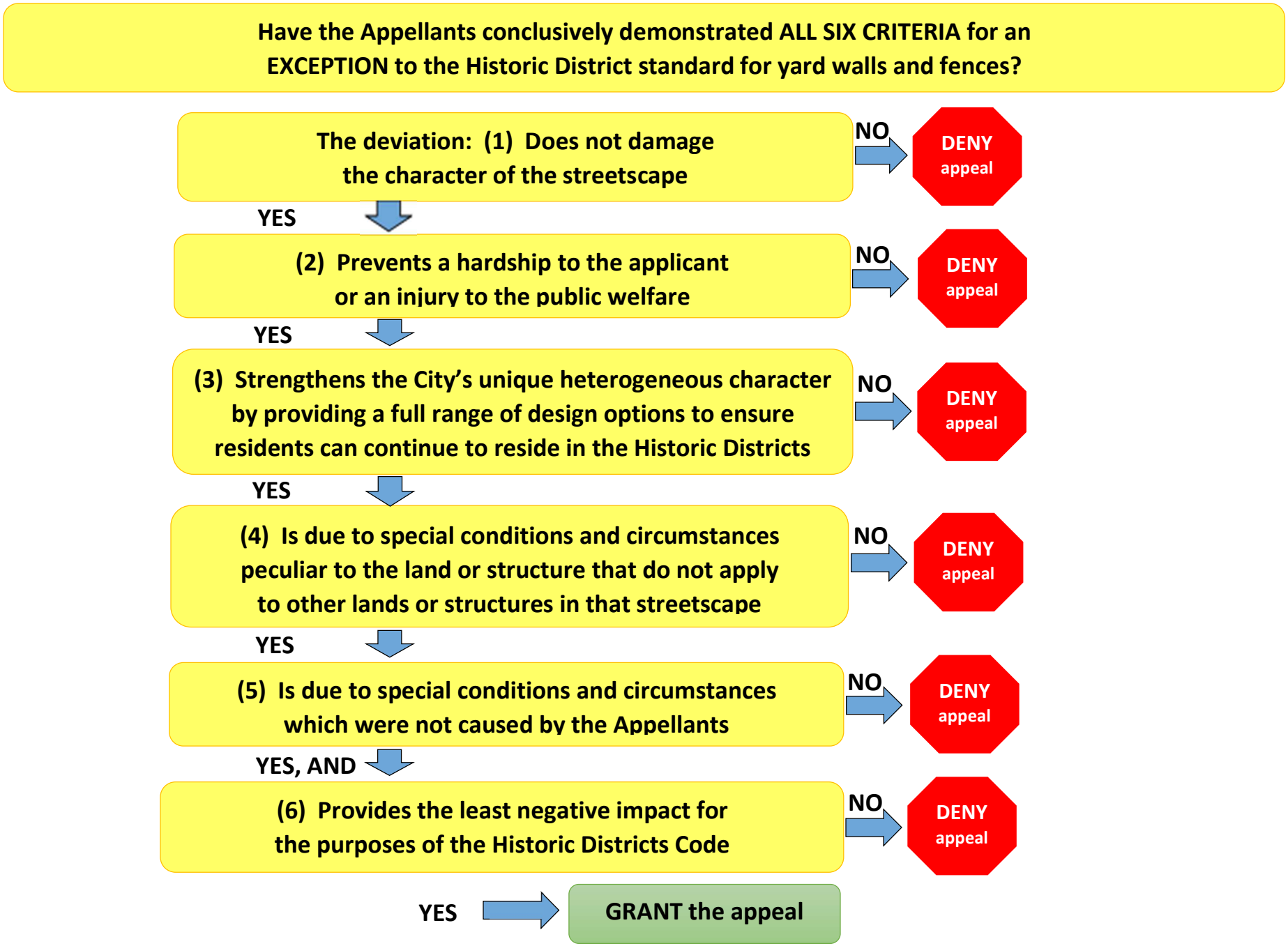
The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

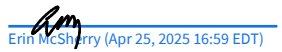
STRUCTURE

Anything that is constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground, including buildings, mobile homes, walls, fences, swimming pools, spas, tennis courts, signs, flag poles, microwave satellite receiving dishes, TV antennas and communication devices.

Appeal # 2025-5536-APPL of Case # 2024-9478-HDRB, 614 Paseo de Peralta

Appeal by Miriam Leth-Espensen of HDRB Denial



Signature: 
Erin McSherry (Apr 25, 2025 16:59 EDT)

Email: ekmcsherry@santafenm.gov

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

EXHIBIT A

APPELLANT INFORMATION

Name: Miriam Leth-Espensen

Address: 614 Paseo de Peralta
Street Address — Suite/Unit #

Santa Fe — NM — 87501
City — State — ZIP Code

Phone: 505 9188810 Email Address: miriamsf@mac.com

Additional Appellant Names

Correspondence Directed to: Owner X Applicant X Both X

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:

Name (First, Last): Stefanie Beninato

Address: PO Box 1601
Street Address — Suite/Unit #

Santa Fe — NM — 87504
City — State — ZIP Code

Phone: 505 988 8022 E-mail Address: info@nmmediate.com

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at: 614 Paseo de Peralta Santa Fe 87501

Miriam Leth-Espensen

I/we authorize Stefanie Beninato to act as my/our agent to execute this application.

Signed: X M. Leth-Espensen Date: 04/24/25

Signed: Date:

SUBJECT OF APPEAL

Project Name: 614 Paseo de Peralta HDRB 24-009478

Applicant or Owner Name: Stefanie Beninato

Location of Subject Site: 614 Paseo de Peralta

Case Number: HDRB 24-009478 Permit Number (if applicable) :

Final Action Appealed: Issuance of Building Permit — Other Final Determination of LUD Director

Final Action of Board or Commission:
- Planning Commission — BCD-DRC
- Board of Adjustment — ✓ Historic District Review Board

Two originals of this form must be filed. The Land Use Department Director or their designee will enter the date and time of receipt and initial both original copies. See Section 14-3.17(D) SFCC 2001 for the procedure.

LAND USE STAFF ONLY

Time Filed: 10:17 am Fee Paid: $ 200.00 (Receipt Attached)

Date Filed: 4/28/2025 Staff Signature:

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

BASIS OF STANDING (SECTION 14-3.17 SFCC)

Basis for Appeal: ✓ The facts were incorrectly determined ✓ Ordinance/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:
Denial of exception for fence at 614 Paseo de Peralta made by HDRB on 10 December 2024
HDRB 24-0004478

Check here if you have attached a copy of the final action that is being appealed.

A. DESCRIPTION OF HARM Describe the harm that would result to you from the action appealed (attach additional pages if necessary):
See attached 4 pg Attachment

B. EXPLAIN THE BASIS FOR APPEAL Please detail the basis for Appeal here (be specific):
See attached 11 pg Attachment

SIGNATURE & VERIFICATION

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: X M. Leth-Espensen Date: 1/24/25

Agent Signature: Stefanie Bennett Date: 1/24/25

I/We Myriam Leth Espensen + Stefanie Bennett being first duly sqorn, depose, and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/ our own knowledge.

X Appellant/s
M. Leth-Espensen
Signature
Myriam Leth-Espensen
Print Name

Agent
Stefanie Bennett
Signature
Stefanie Bennett
Print Name

Subscribed and shown to before me this 24 day of JANUARY 2025

Sylvia Mariscal
NOTARY PUBLIC

My commission expires:
4.18.2027

State of New Mexico
Notary Public
Sylvia Mariscal
Commission Number 1097458
Expiration Date 04/18/2027

Revised 7/23/2024

Attachment to Appeal Form

HARM

1 Severe impairment of physical safety and security, loss of peaceful enjoyment of her property, loss of reasonable use of the yard on her property due to periodic trespasses, vandalism and break in. Increased stress. The owner was in the house when the break in occurred.

2 Economic Devaluation of property due to periodic trespasses and vandalism

3 Aesthetic harm: The insistence of the Board that some other type of fencing than coyote fencing should be used despite the fact that coyote fencing has been on the property for decades. Having two types of fencing meeting is aesthetically incongruous and produces disharmony in the owner who has a highly developed aesthetic/artist sense and values. It devalues the property to have two inconsistent fencing types meet on the same property.

4 Emotional distress: The need to go to court to defend against a misdemeanor concerning the fence filed in city court. The case has been ongoing for 18 months in large part due to no planner being assigned to the case and the city apparently losing the application submitted by Paul Duran, city LUD employee on 1 March 2024. My client believes there are very few cases in which the city engages in this type of criminal action. For example, 803 Agua Fria built a coyote fence to 6 ft on a significant house without permission. The owners got redtagged and came to the Board. The HDRB allowed this fence with certain conditions. Eight months later, the owners have not met the conditions (lower fence slightly, put cross bracing on the inside), but the city is not in court with them on noncompliance.

5 Economic harm the cost of the construction of the fence ($2800) and the potential cost of its removal

6 Lack of equal protection— the HDRB stated that it allowed the owners of 803 Agua Fria and Girls Inc to have higher fences based solely on claims of safety yet denied similar action in this case while acknowledging the precedent the Board set in the other two cases. Girls Inc is within the streetscape of 614 Paseo de Peralta. See Basis for Appeal Unequal Treatment/Protection

7 The cost of an exception in front of HDRB when it seems that perhaps none was needed See Wall and Fence Guidelines: Board can grant an additional 20 percent of height beyond what it is allowed to grant in a historic district) "Wall heights should be carefully regulated by HDRB standards …and should be restricted so as not to increase the allowable height for the streetscape by more than 20 percent") $550 was for the HDRB application and exception request with additional representative fees.) And the cost of this appeal ($200).

8 Due Process/Equal Protection We have only an action letter from the HDRB but no adoption of findings and conclusions within 49 days of the oral decision. We are operating with a limited capacity to respond in accordance with the deadline that creates a disadvantage (14-3.17C4b) for the owner in creating a legally adequate record on which to base a further appeal if necessary. This type of legal harm has safety and economic effects. We are using the reasons given in the

Attachment to Appeal Form

city's response to 614 Paseo de Peralta's application for an exception. The Motion adopted the reasons set forth in the staff report to deny.

BASES FOR APPEAL

The owner requested a height variance on a fence to 5 ft 8 Inches when the HDRB can grant 4 ft 6 inches. The HDRB decision to deny the exception was arbitrary, capricious not based on law or fact and produced unequal protection. The HDRB denial was based on lack of fenestration, height and materials adopting the reasons in the staff's report which stated it was deleterious to the larger downtown/eastside streetscape; to the more immediate streetscape; and that it may potentially impact the character of the house. YouTube 2:39

I General Objection

1. FENCING MATERIAL

1A The decision was based on speculation and violates 14-5.2 C1a and violates HDRB policy of requiring consistent fencing/walls on an individual property; it ignores the existence of coyote fencing in the larger Downtown Eastside historic district as well as within this smaller streetscape. There is no law, and none was cited, that prohibits the construction of the fence because it will impact the "overall character" of the residence/business at 614 Paseo de Peralta.

II REPLY To CITY GROUNDS IN STAFF REPORT USED AS BASIS FOR HDRB DECISION

2A. RESPONSE TO CRITERIA ONE The streetscape has a variety of fences and walls within the streetscape as defined within the HDR ordinance. The staff ignored the existence of coyote fencing that has been on the subject property on Castillo Place for decades and coyote fencing in the streetscape directly across the street between a privately owned property and the Cross of the Martyrs, as well at Girls Inc which is within the streetscape. Moreover, there is several examples of coyote fencing within that square block. Obviously the Downtown/Eastside district allows coyote fencing as an approved fencing type in this district. (See Photos: Streetscape Looking East (7/24 City Docs) p 5/9 Staff Report Street; p15/21 HDRB Application; and Girls Inc and Otero/Castillo Place photos submitted with this Appeal.)

2B The Board and staff did not follow the definition of streetscape under the Historic code which includes both sides of the street and for 300 ft within either direction. Given those parameters, there are 10 and 8 ft masonry walls at street level (Photo p15/21 HDRB Application); a visible coyote fence that divides the Cross of the Martyrs from the adjoining property Streetscape Looking East (7/24 City Docs) ; Girls Inc coyote fencing; coyote fencing on the Castillo Pl side of this property (p2/24 City Docs) and a house wall at the sidewalk (zero lot line) on the adjoining property to 614 paseo de Peralta (Photo p15/21 ibid). The definition of Streetscape (14-12 Definitions) is "The visual character of a street or section of a street as defined by topography; the pattern of structures and open space ; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures , fixtures and graphics."

2C It does not make exceptions for changes in zoning or in topography. The staff acknowledged the existence of these taller walls and completely omitted consideration of Girls Inc fences which

are clearly in the streetscape. Staff's justification was that Girls Inc "is part of the Hillside streetscape and is part of a different zone district…". It is clearly in two streetscapes since it sits at an intersection. The staff report does not address the house wall at the street or the impact of these high masonry walls on the streetscape or Girls Inc when it stated that the coyote fencing was "deleterious" to this immediate streetscape.(YouTube 3:39)

2D Even if there is an intersection where Girls Inc is located, the 14-5.2-2 indicates "If the streetscape is truncated by an intersecting block or a visual intrusion (such as a curve or turn in the streetscape) before the six hundred (600) feet is measured, the streetscape shall include all buildings , yard walls , or fences up to and including those which front the intersection or intrusion." That definition clearly includes Girls Inc. and all the properties on the north side of the street. The staff stated you could not see Girls Inc from the subject property—that is an untrue statement of fact. See photos Photo Streetscape Looking East (7/24 City Docs) and 14/21 HDRB App). We are attaching additional photos especially of how the exception for the 6 ft coyote fencing at Girls Inc granted by the HBoard is clearly within the streetscape and the fences' overwhelming dominance. See unequal protection below

2E The Board has a precedent of requiring fencing or wall materials to be consistent on the same property. The Board ignored the existence of similar coyote fencing noted on the 2003 survey submitted as Existing and Proposed Site Plan in HDRB Application p16/21 which references an earlier survey as well as photos of the fencing from years prior that the staff produced in City Documents pg 2/34 even though staff stated there were no earlier cases. The existing coyote fencing apparently went unnoticed by the two members who came on the field trip.

2F The HDRB and its staff and the complainant all speculated on the existence of a white picket fence at this home based on its architectural type—not based on historical accuracy (real evidence). In fact, the staff contradicted itself by saying there was no evidence of any fencing on E Marcy and maybe in this area. (YouTube 2:44) Attached Otero/Castillo Place Photos show several examples of coyote fencing in the square block in which the subject property is located.

2G The staff is relying on a very poor quality photo from a 1985 HPIC to determine the fencing on the property. (p4/9 Staff Report) It is not at all clear what type of fencing and how tall it might be etc. Additionally, staff said the porch was open in 1985 but in my professional opinion, it looks like the porch is enclosed on one side by 1985—the HIPC describes it as "recessed in the building volume" before the current owner took possession (1/34 City Docs). Although complainant Mann testified to the existence of a city report on white picket fencing in this area, (YouTube 3:31) the city never produced any such report for this case.

2H The ordinance prohibits conjecture and speculation: 14-5.2C1a Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development , such as the addition of conjectural features or architectural elements from other buildings , shall not be undertaken."

2I Coyote fencing is an appropriate fencing within the Downtown Eastside Historic district and is traditionally found on properties with adobe structures. The statement that this type of fencing is "deleterious to the larger streetscape of the DownTown Eastside" (YouTube 2:39) would be laughable if it were not so grossly incompetent or biased. Despite the sloped roof and non-portal type of porch, this structure is adobe and thus, coyote fencing is historically appropriate. See also Otero/Castillo Pl Photos.
According to the owner, the Antons who built the structure purchased a Sears home plan but used their own materials because they could not afford the kit—only the plan. It should be noted that the 1912 King's Map does not show the current structure or the Antons as owners in that area despite complainant Mann's testimony to Anton ownership prior to 1912. The 1957 aerial shows Hilliside all but disappearing at the curve where the property is located as if Hillside became a one land dirt road. (both on p 8 Staff Report) The establishment of Paseo de Peralta in the 1960s was government action that changed the intensity of use and the width of the street to some extent.

3 **REPLY TO CITY RESPONSE TO CRITERION ii**
3A Although owner acknowledges that the goals of the HDRB are partially correct, Ord 14-5.2A states in its first sentence: "In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city , it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike…". It then goes on to focus on buildings and the harmony between historic and newer buildings.

3B Staff's reasons are not based on law or fact. The statement that coyote fencing "threatens the historic status of the building" is conclusory and is unsupported by law or fact. The Guidelines for Walls and Fences says a fence or wall will not be connected to a significant structure (p2). It is clear from the discussion and Plan submitted, that the fence does not touch the primary façade of the contributing structure which is prohibited in 14-5.2D2c concerning additions to contributing structures. It is set back 10 ft from the primary façade on the W side and does not touch the house See 14-5.2D2d. It should also be noted that the height chart in the Wall and Fence Guidelines (14.70.20 SFCC 1987 does not exist.

3C We can see from Photo Streetscape Looking East (7/24 City Docs) that there is a variety of fencing/wall types in the area, and the coyote fencing on the subject property is not at all disruptive given the fencing/walls directly across the street and the variety of fencing within the designated streetscape. Additionally, according to Member Bienvenu, the exception for 6 ft high fencing on top of retaining walls at Girls Inc will "literally tower over the streetscape." (YouTube 3:31) The Girls Inc fencing is the disruption in the streetscape—not this shorter fencing which is of very little length compared to the fencing at Girls Inc. See Equal Treatment/Protection below. See additional photos with this Appeal.

4 REPLY TO CITY RESPONSE CRITIERION iii

4AThe staff completely ignored two other cases (803 Agua Fria and Girls Inc) where, as pointed out by Member Bienvenu the Board granted height exceptions based solely on safety and which Member Bienvenu said set precedent for this case. YouTube 3:21-3:24 He found the subject property to be unique for a variety of reasons as he stated. However, he never addressed why the Board should treat this property differently from Girls Inc which did no redesign or at 803 Agua Fria where he himself redesigned the fence by imposing conditions lowering the height, staggering top of fence and reversing the cross bracing. See Unequal Treatment/Protection Procedural Due Process below

4B The applicant has clearly stated her concerns for her personal safety and her inability to peacefully enjoy her property before the fencing was in place. The owner is the only owner who continues to live and work on the property. The other properties that were in this zone post 1960 and now part of the BCD are all investment properties—none of the owners occupy these buildings let alone run a business from the location. As stated in Applicant response iii, the owner is and has been a full-time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks-the Cross of the Martyrs and the Tommy Macione Park, the latter park's proximity used as a justification by Girls Inc for needing the safety of higher fences. The entrance to the Cross of the Martyrs is directly across from the subject property. See Affidavit of Miriam Leth-Espensen Attached

4C The Board usually favors those using the rationale of aging in place as part of the exception criteria, but here where someone is literally wanting to maintain her current residence and business safely on a property that she has owned and occupied for over 37 years suddenly aging in place is not a value regarded by the Board.

4D The staff does not take into account that the owner's property is a shortcut from a parking lot on Otero with a walkway into Castillo Place. Her property is directly across from the stairs at the Cross of the Martyrs. This parking area and walkway were established to accommodate the 21 rooms on the Inn of the Paseo a couple of lots down from the subject property in the late 1990s/early 21st century.

4E The owner bought a gun after the breakin and went to be trained at a gun range. The instructor advised her to get rid of the gun because she was never going to fire it at someone. (Apparently she had excellent aim when the gun had no ammo but when it was actually loaded, she shot wild) Motion detectors do not prevent trespass—they only make you get up to see what activated them. Alarms means someone is already in your home. Neither really assure peaceful enjoyment of the property or personal safety and security. The owner has not made a 911 call since the fencing went up in August 2023.

5 REPLY TO CITY RESPONSE CRITERION iv

5A It is untrue that this lot is not unique. It is at the most severe part of the curve in that streetscape. It factually untrue that it has the same setbacks as the other three structures to the

east. It only has a 5.5 ft setback from the bedroom. At 618 Paseo de Peralta next door, the setback is closer to 8 ft and there is a deep porch that runs the length of the building on the street side. The next building east is approximately 10 ft back and also has a porch that runs the length of the building on that side.

5B The structure to the west is of a different historic style and seemingly was on the 1912 Kings Map (p 8/9 Staff report) and is now directly next to the sidewalk. It is impossible to know the setback of this structure before Paseo de Peralta was completely formed and before a sidewalk was put in on the south side of the street. See also 4D re location across from the entry to the Cross of the Martyrs. See YouTube 3:20-3:22 where Bienvenu lays out some of the unique characteristics of the property.

5C Whether other owners of these properties could decide to live-work in these structures is irrelevant to the issues on this property at this time. "Each structure to be recognized as a physical record of its time, place, and use. See 14-5.21a. Again staff is speculating on future possible uses by possible owners of other properties.

5D The maps used as exhibits by the city are unhelpful. The 1912 King's Map does not show the current structure or the Antons as owners in that area. The 1957 aerial shows Hilliside all but disappearing at the curve where subject property is located as if it became a one-lane dirt road.(p 8/9 City Report)

6 REPLY TO CITY RESPONSE CRITERION v

6AThe staff ignores the fact that the owner was advised by Fabian Nava, an alleged licensed contractor that she did not need a permit if the fence was under 6 ft. It is a false and defamatory accusation that the owner brought it upon herself by ignoring the permit requirements. See Owner email to city staff p 20/21 HDRB Application. Despite Ms Lamboy's attempt to defame the owner, the owner in August 2023 met with the Ramon Saracon, who shortly after ended his employment with the city, The city issued a red tag in January 2024 and then a citation in February 2024. The owner met with Paul Duran on 1 March 2024 with the materials for an application. Despite Lamboy's characterization of Paul "just scanning documents", the email thread shows the owner applied for an exception to the HDRB with the help of Paul Duran on 1 March 2024. See p 29/34 City Docs). No one advised her upon receipt of the application that it was incomplete because it lacked the Preliminary Zoning Review (PZR). Ms Lamboy simply says she contacted the attorney who came to an August 2023 meeting with Ramon Saracon and other LUD staff (p20/34 City Docs). She knew or should have known that this attorney no longer represented the owner. There is no correspondence from Saracon or any report on picket fencing in the record. P Duran told the owner that she would be contacted when a new planner was assigned. See Unequal Treatment and Bias/Prejudice below. See Robert Kohn Affidavit.

6B The streetscape includes a house wall of over 10 feet in height on the property next door as well as retaining walls that are 8-10 ft high at the intersection of Otero and Paseo de Peralta so there clearly are walls that far exceed the height of this fence in the streetscape. (Photos p 11/21 HDRB Application and p 6/34 City Docs)

6C The part of the response "All residents may consider responsible and code compliant safety measures to secure their homes and businesses. The applicant should be held to the same

standard as all other structures in the streetscape," shows the staff ignored the exception given to Girls Inc for six-foot coyote fencing on retaining walls thus visually presents a 8-9 ft wall/fence and that was not denied for the reasons staff gave in this Response. See above re: HDRB granting exceptions to height on fencing to both Girls Inc and 803 Agua Fria based solely on safety. YouTube 3:20-3:24 See Unequal Treatment/Protection below

7 REPLY TO CITY RESPONSE TO CRITERION vi

7A The staff again denigrates the intention of the owner by stating that somehow she and her contractor "want to set the rules for permitting". The owner relied on the misrepresentation of the contractor. She has been trying to make it right ever since but is being pushed (Application Packet p 20/21 HDRB Application) to undertake to remove fencing and replace it with inconsistent fencing based on the staff's, the adjoining owner's or Board members' architectural preferences-not on historical documentation-- that will not give her the level of safety she needs and that has been afforded girls attending Girls Inc. for a few hours during the week. The statement that the fence produces a negative impact on the streetscape is conclusory and subjective. As stated above, it is the newly built fences at Girls Inc that are overwhelming dominant and intrusive on the streetscape See Photos attached and Member Bienvenu's remark that these fences recently approved by the Board solely based on safety were going "to tower over the streetscape." YouTube 3:20-3:21 See above.

III BASIS FOR APPEAL UNEQUAL TREATMENT/PROTECTION

IIIA The HDRB granted exceptions to height for both Girls Inc and 803 Agua Fria based solely on safety. In the latter case, the HBoard allowed the owners to keep the coyote fencing next to the significant structure even though rock walls were typical in this area and a detail of the house's columns. In both of these cases, owners justified the need because "someone looked in our bedroom windows" (803 Agua Fria) or fear of potential threats of pedophilia or other crimes from those in Tommy Maccione Park or possible domestic violence. The owner of the subject property had trespass and vandalism routinely on the property and has had to call 911 on a periodic basis. She has two nearby parks: The Cross of the Martyrs and Tommy Maccione Park near her home. Member Bienvenu stated that "personal aesthetic choices had to give way to safety". He also stated that he felt the Board had set a precedent with Girls Inc and 803 Agua Fria by granting height exceptions solely for safety reasons. He also remarked he did "not think there was a good design solution" [at 614 Paseo de Peralta] [given safety considerations] and insisted in his motion that the owner should reconsider the use of the materials [coyote fencing] and height while requiring no redesign for Girls Inc six-foot coyote fencing. (YouTube 3:20-3:24) After Raymond Mann's public testimony that was based on his personal preferences, hearsay, speculation unsupported by fact or law or irrelevant (I personally do not think coyote fencing should face the street"; "My son and I lived at 618 Paseo for ten years [in the 1990s]"), (YouTube3:30-34) Bienvenu changed his mind and decided it was not appropriate to design the fence "on the fly". He gave no reason for ignoring what he described as the unique conditions of this property and the need for safety when he made the motion to deny the exception. Member Bienvenu redesigned the coyote fencing design on the significant structure at 803 Agua Fria by conditioning approval to height, fenestration and bracing of the fence.

IIIB When the staff says the owner did not propose an alternative design that was true in discussions with the staff who apparently kept pushing for total removal of the fence and its replacement with white picket fences—resulting in two inconsistent style fences on the same property. Again this objection seems based on the staff's opinion that white picket fencing is more appropriate without any facts based on historical documentation to support that opinion. See above re prohibition on speculation and policy of consistent fences on same property. Even Member Bienvenu wanted the owner to consider a white picket fence because it "was architecturally appropriate even if not historic" YouTube 3:20 See 14-5.2 C1a

C This staff reason for denial also ignores the fact that at the HDRB meeting on 10 Dec 2024, the owner offered to reduce the height between 2 and 4 inches for the length of the fence on Paseo de Peralta. It is burdensome to ask her to remove it. It has proven effective in stopping trespassers and consequent 911 calls. Girls Inc was not required to redesign the fence and 803 Agua Fria was not required to replace the coyote fencing with fencing that was typical in the area of Agua Fria and Irvine.

IV BIAS The staff went to great lengths to have the HDRB know that the owner was a "scofflaw" even though this term and designation is irrelevant to the granting of an exception under the HDRB ordinance. Such negative terminology, if considered by the Board, is outside the law and fact (HDRB Application p 20/21) and could be prejudicial to the Board reviewing the owner's request objectively and neutrally if the Board reviewed the emails in City Docs.

1A Heather Lamboy says "I think we need to provide some background on the red-tag process and how Ms. Leth-Espensen has been a scofflaw. That is an important point to share with the HDRB."(Email 2 Dec 2024 20/34 City Docs) The use of the term "scofflaw" is irrelevant to whether the property should have been granted the exception and the board's consideration of this characterization, therefore, would be improper.

City staff has fifteen pages of emails in City Docs, but no emails from Ramon Saracon or any other staff member to the owner concerning the application—certainly no reports on the existence of white picket fences in the area that the owner ignored as complainant Mann testified to (YouTube3:31)—although apparently Saracon, like Mann, was influenced by what might be architecturally appropriate for Mann's structure rather than what was historically accurate to the subject property.

1 B The use of a photo of the fence as the first page of the packet that went to the HDRB with the sign DO NOT RETAIN BIEDSCHIED on the fence was prejudicial since Jennifer Biedshied was a board member and the owner was asking that Ms Biedschied recuse herself.

2 Failure of Jennifer Biedshied to Remove Herself

2AThe agent asked the LUD to approach Ms Biedshied and explain the owner's concerns about bias/conflict of interest since her husband had represented a client against the owner 21 years ago; the current complainant had a copy of that 21-year-old letter to someone else; and that her husband as judge found against the owner and for the complainant when the complainant Mann went to court to prevent the acupuncture business he was renting to from improperly operating

during COVID. Biedschied unlawfully suppressed the owner's right to free speech by putting unnecessary prior restraints on it, and it was reversed by another judge.

2B Ms Biedshied testily stated that she "was a bit insulted" that someone should question her ability to be neutral and went on about how she felt insulted for "all working women who were married" even though the city's ethics ordinance considers actions and activities of spouses and other relatives as disqualifying. Biedschied did not acknowledge the effect of the Do Not Retain Biedschied sign on her ability to be neutral which was up in 2022 and 2024 on a route that would be used by her. Biedschied actually reported that her husband does not take any cases relating to the HDRB (YouTube 2;46-47), but she did not apply that standard to this case in which she is ruling on a case involving a woman who her husband has twice acted against as a lawyer and judge. Ms Rios also chimed in about Biedshied's integrity. (YouTube 2:47-2:48). It was improper and prejudicial for the chair to comment on this recusal.

V **PROCEDURAL DUE PROCESS ISSUES**

1A Failure of Bienvenu to explain why he discounted his own findings concerning the unique conditions of this property and the fact that safety was the same concern as two other properties that had been granted fence height exceptions based solely on these concerns

1B Atlixco Coalition v Maggiore 125 NM 786 (1997) ¶24: "An agency's action is arbitrary and capricious if it provides no rational connection between the facts found and the choices made, or entirely omits consideration of relevant factors or important aspects of the problem at hand. Colonias Dev Council v Rhino Envirl Svr 2003 NMSC 005 ¶41 Without a reasoned explanation. . ., it appears that the Secretary ignored an entire line of evidence in reaching his decision on the final order...Allowing the Secretary to ignore material issues raised by the parties in this manner would render their right to be heard illusory."

2NEED FOR RECORD

2AThe 35-day rule for the adoption of a final decision without a written order that contains relevant findings and evidence in the record (14-3.17C4b) is arbitrary, capricious and violates statutory and constitutional requirements for these types of appeal including Ord 14-3.17D7; Ord 14-3.17I; Rule 1-074; Rule 1-075 NMRA and §39-3-1.1 NMSA) The city's own appeal ordinance requires an appeal to follow the procedures under Rules 1-074, 1-075 NMRA and §39-3-1.1 NMSA. 14-3.17D7 states: "District Court Appeals An appeal of a final action of the governing body or a land use board, or of an action of the city manager, the city attorney or the land use director that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule." Vandervossen v. City of Espanola, 2001-NMCA-016 ¶¶37, 38: "The Legislature has recognized that administrative agencies must provide written factual and legal bases for their decisions. See, e.g., § 39-3-1.1(B)(2); NMSA 1978, § 74-9-27(B)(1) (1990); § 74-9-29(B)(1)." See also Paule v. Santa Fe County, 2005-NMSC-021,¶12

3 BOARD MEMBERS AND THE PUBLIC BASED THEIR STATEMENTS AND OPINIONS ON FACTS NOT IN THE RECORD.

3A West Old Town Neighborhood Ass'n v. City of Albuquerque, 1996-NMCA-107 ¶11 "…In New Mexico, zoning decisions involving the application of a general rule to a specific property are not legislative acts; rather they are deemed to be quasi-judicial in nature. Paule v. Santa Fe Cnty. Board of Cnty. Comm'rs, 2005-NMSC-021 ¶30: "When we review an administrative decision for arbitrary and capricious conduct, we review 'the whole record to ascertain whether there has been unreasoned action without proper consideration or disregard of the facts and circumstances.' Lopez v Wal-Mart Stores 1989-NMCA-013 ¶6 "…Thus, if the facts essential to the trial court's judgment are not established by substantial evidence in the record, we will necessarily find an abuse of discretion. See Vandervossen ibid.

3B Ms Biedshied wanted to introduce information on the structure on Otero and Paseo de Peralta in terms of the use of that structure based on her belief not facts. She stated there were low walls with wrought iron fenestration on top. (YouTube 3:29-3:30). No photo shows such a wall at Otero. There is one wall with rock and wrought iron fencing with the wrought iron incorporated into and no higher than the rock wall itself at the intersection of Otero and Paseo. (6/34 City Docs) Biedschied was trying to contrast the low walls there with the owner's request at 614 Paseo de Peralta.

3C Ms Denman said she opposed the fence because "she didn't think it would work anyway and it was too tall." (YouTube3:20-3:21) Ms Denman never even asked the owner if there was any change with the installation of the fence. Ms Denman would have found out that there were no 911 calls since the fence was in place. See Miriam Leth-Espensen Affidavit Attached

3D Mr Mann had all kinds of personal preferences that he thought the HBoard should rely on, and he also stated that the fence prevented someone from seeing his building. (Photos p11-13/21 HDRB Application show these statements to be incorrect) He also concluded that the fence would affect the historic status of 614 Paseo de Peralta—see Reply to City Response ii above. It should be noted that the photos on p8-9/34 City Docs were taken by Mann when the fence was being constructed and seemingly he had more access to staff, especially Ramon Saracon, then the owner did. Given the unexplained Brian Biedschied connection with Mann, it would seem my client is spot-on re bias/prejudice by the Board and staff and conflict of interest by Jennifer Biedschied.

REQUEST

We request the Governing Body to consider a third alternative: To approve the fence as submitted to the HDRB with the changes for a slight lowering and staggering offered by the owner at the 10 Dec 2024 as a final decision with no return to the HDRB or the Board of Adjustment.

Respectfully submitted

Stefanie Beninato

Stefanie Beninato, agent

APPEAL TO GB from HDRB 24-009478 614 Paseo de Peralta 11/11

PO Box 1601 Santa Fe NM 87504
505 988 8022
info@nmmediate.com
Attached are Affidavits from Miriam Leth-Espensen and her son, Rob Kohn and recent photos of the coyote fence at Girls Inc in the streetscape of 614 Paseo de Peralta

Appellant will submit the following electronically for the appeal packet—all of which should already be in the record.

HDRB Application for HDRB 24-009478 614 Paseo de Peralta

Wall and Fence Guidelines

City Documents for HDRB 24-009478 614 Paseo de Peralta

Staff Report for HDRB 24-009478 614 Paseo de Peralta

AFFIDAVIT OF MIRIAM LETH ESPENSEN

FOR GOVERNING BODY APPEAL ON HDRB Case # 24-009478

I, Miriam Leth-Espensen, do hereby affirm under penalty of perjury

That I live and work at 614 Paseo de Peralta and have since 1988;

That my property is a shortcut from Otero Street to the Cross of the Martyrs

That the number of incidents of trespass have increased over the years

That I have called 911 for the past several years once or twice a year because of nighttime trespasses that make me feel unsafe because I hear the people right by my bedroom window;

That I do not report vandalism, the latest of which was around 10 December 2024 and it occurred outside the fenced area.

That there was a break in while I was present a few years ago and I was in fear of my life.

That there have been no nighttime trespass in the past year since the coyote fencing that is the subject of this appeal was constructed.

The above is true and correct to the best of my knowledge, belief and understanding.

Miriam Leth-Espensen

Miriam Leth-Espensen

Signed and sworn before me by Miriam Leth-Espensen on January 23, 2025.

SYLVIA MARISCAL

State of New Mexico
Notary Public
Sylvia Mariscal
Commission Number 1097458
Expiration Date 04/18/2027

Double Sided

AFFIDAVIT OF ROBERT E. KOHN

FOR GOVERNING BODY APPEAL ON HDRB Case # 24-009478

I, Robert E. Kohn, do hereby affirm under penalty of perjury under the laws of New Mexico that:

1. I am over the age of 18 years, and I have personal knowledge of the facts contained in this affidavit.

2. On May 15, 2024, I attended a proceeding in the Municipal Court in Santa Fe, New Mexico, where Ms. Miriam Leth-Espensen had been charged with building a structure without a permit at 614 Paseo de Peralta in Santa Fe.

3. Shortly after the court proceeding, Ms. Leth-Espensen and I met on May 15, 2024 with Mr. Gary S. Moquino at the Santa Fe City Hall. Mr. Moquino gave me a business card, stating that he was a Planner Manager with the Historic Preservation Division of the Planning & Land Use Dept.

4. During our meeting on May 15, 2024, Mr. Moquino stated to me and Ms. Leth-Espensen that a Planner had been assigned to help her with her earlier request for approval of the coyote-style fence at 614 Paseo de Peralta, but that this person had left the Department, and that a new Planner would be assigned soon to help with this request.

5. During the same meeting, Mr. Moquino also stated to me and Ms. Leth-Espensen that coyote fencing is "not historic" and therefore that a permit could not be issued for a coyote fence at 614 Paseo de Peralta. He also stated that he was aware of the pending court case, and that the matter could be resolved immediately – "today" – if Ms. Leth-Espensen were to request permission to replace the coyote fence with a picket fence.

Robert E. Kohn

Robert E. Kohn

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

SPOZHMI ZARIFI
Notary Public - California
Los Angeles County
Commission # 2402327
My Comm. Expires May 17, 2026

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me
on this 27 day of Jan, 2025
Date *Month* *Year*
by
(1) Robert E. Kohn
(and (2) _____),
Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

OPTIONAL

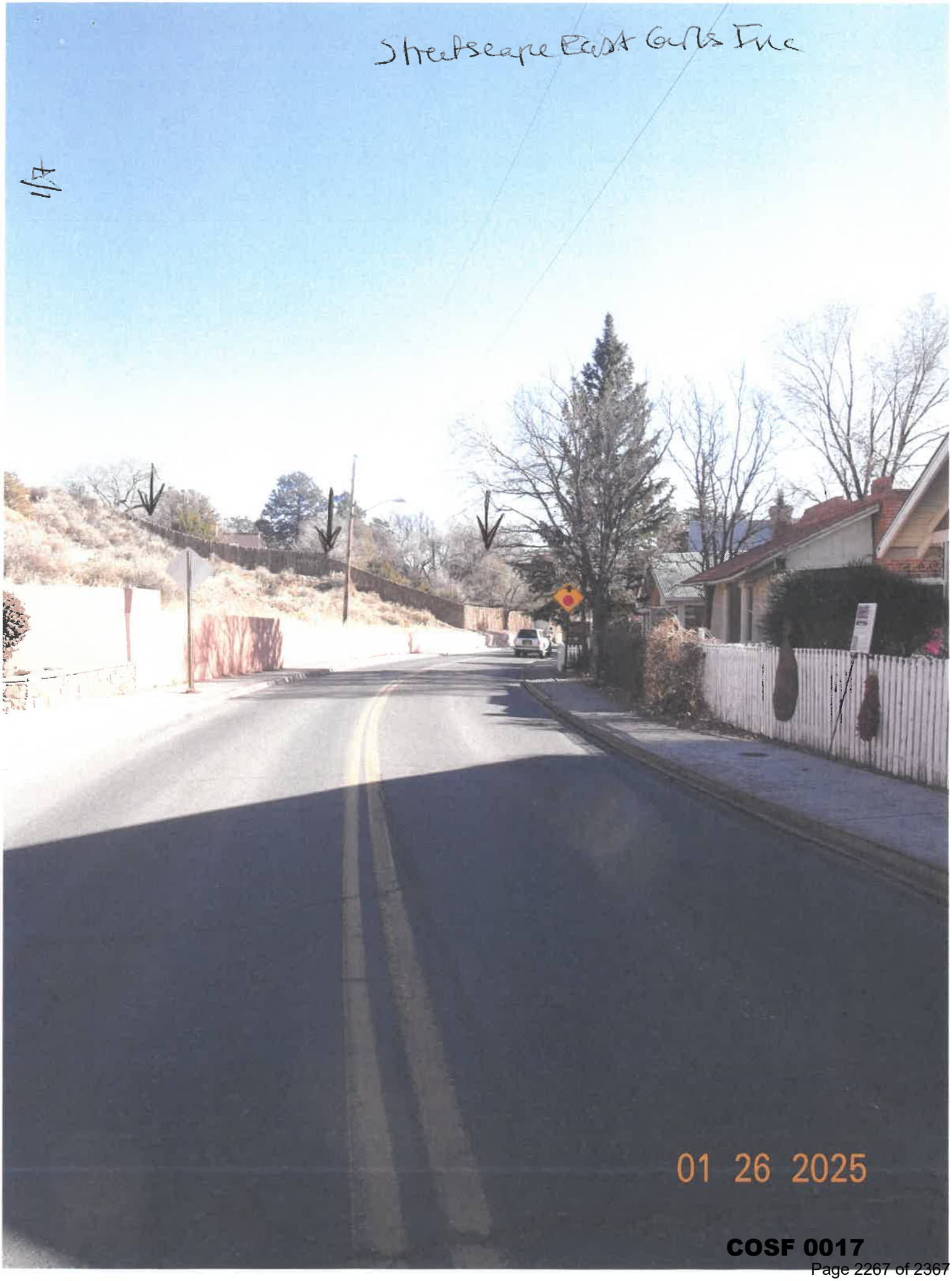
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Robert E Kohn
Document Date: 1-27-2025 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

©2019 National Notary Association

M1304-08 (09/19)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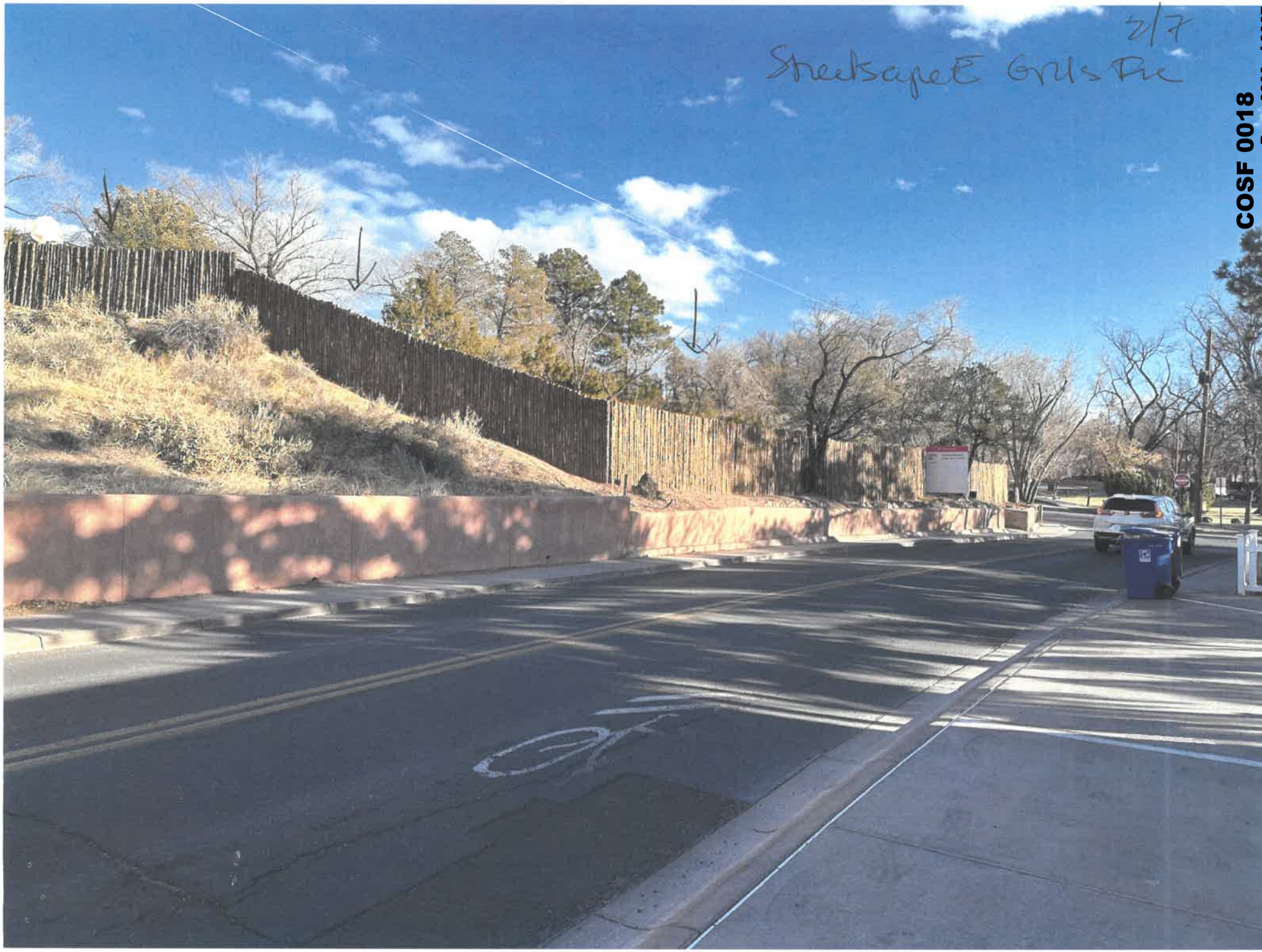
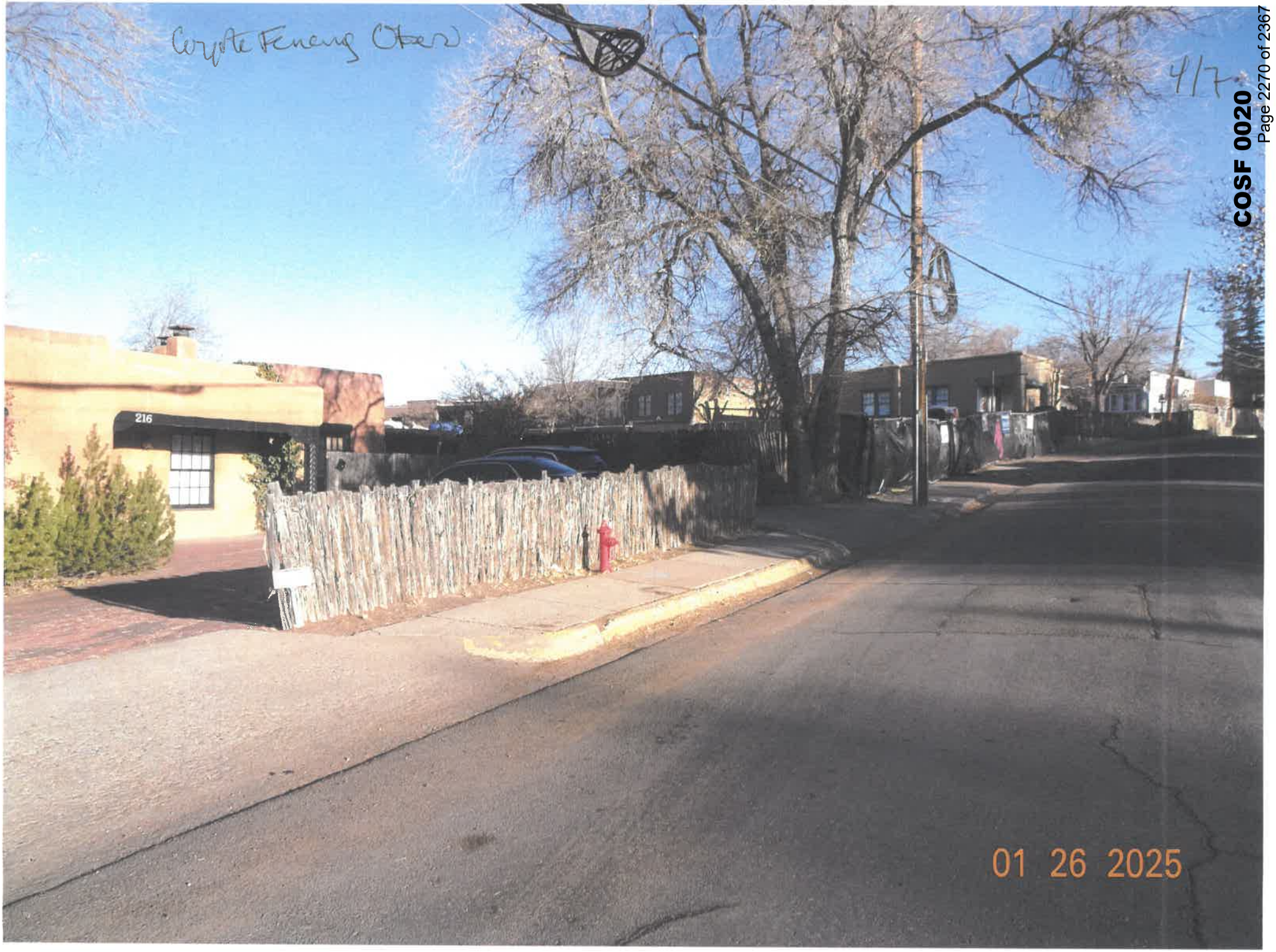
01 26 2025


2/7
Streetscape E Grids Inc

Streetscape Facing Girls Fire 3/7




Coyote Fencing Others
4/7
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01 26 2025


Coyote Fencing Otero + Castillo Pl
5/7
01 26 2025

01 26 2025

Coyote Fencing Castillo Pl

7/7



City of Santa Fe, NM
Planning Department
200 Lincoln
Sante Fe, NM 87507-4808
(505)955-4333
Welcome

01/28/2025 10:19AM Elisa P.
002264-0003

EG INVOICE
BENINATO, STEFANIE (MEDITATIONS UNLIMITED)
2025-009812--APPL
2025 Item: INV-00092843
Appeal Fee - Plan - All Appeals 200.00

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	200.00
	200.00
Subtotal	200.00
Total	
CHECK Check Number2661	0.00
Change due	

Paid by: BENINATO, STEFANIE (MEDITATIONS UNLIMITED)

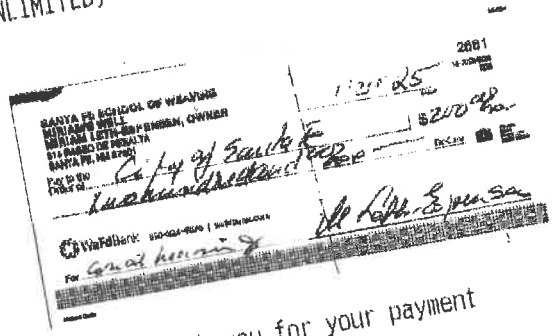

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EXHIBIT B

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case # 2024-9478-HDRB
Address – 614 Paseo de Peralta
Agent's Name – Stefanie Beninato, Attorney at Law
Owner/Applicant's Name – Miriam Leth-Espensen

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on December 10, 2024.

BACKGROUND

The single-family residence at 614 Paseo de Peralta has a contributing historic status in the Downtown and Eastside Historic District. The Applicant, who owns and lives on the property, has built an unpermitted 5'8" coyote fence, abutting the sidewalk and extending across the entire north street frontage for this property. The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front-yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, where there is a pronounced slope, with some retaining walls substantially set back from the street.

The property has had several fences along the street frontage in the years since 1985. A photograph from the 1985 HCPI shows that this house, like others in the streetscape, had low, transparent fencing at the property line. Historically the house was unobstructed and apparent from the street as were other historic buildings in the streetscape. Photos show a blue board fence present from 2007 through 2014, and a wood-framed wire fence from 2015 to 2023. The coyote fence which is the subject of this application was built in 2023. There is no record of approval from Historic Preservation and no permits on record for changes to the fencing over time. A City inspector issued a Stop Work Order in August, 2023, for construction of the coyote fence without approval from HDRB or the Historic Preservation staff or a construction permit. The City of Santa Fe sent the Leth-Espensen Trust (the owner of record) a Notice of Violation in January, 2024, and the matter is pending in Municipal Court. See Case # CE-2024-5.

The Staff has determined that the Applicant's 5'8"-high coyote fence is inconsistent with this streetscape with regard to height and material. Santa Fe City Code ("SFCC") Section 14-5.2 (D)(9)(c)(ii)(C) reads, "Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape." The Staff's streetscape calculation allows for a 4'6"-high fence. The Staff's opinion is that the 5'8"-high coyote fence disrupts the structure's relationship with the streetscape and, if permitted to remain, threatens the building's historic status. SFCC Section 14-5.2(D)(1)(a) reads, "The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."

The Applicant now requests approval of the coyote fence by proposing the following exterior alterations:

> Construct a 5'8"-high coyote fence with two wood-plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4'6". An exception to SFCC Section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

This property also is located within the Business Capital District East Marcy / East Palace Subdistrict (BCDEAS). In this subdistrict, fences are further limited to a maximum height of 4'0", per SFCC Section 14-7.4(A)-1, Table of Dimensional Requirements for Townscape Districts. While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'6", SFCC Section 14-5.2(C)(5)(a) reads:

> "If the applicant requests approval of a height in the historic district that exceeds the underlying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance."

Therefore, if the HDRB approved the exception, the Applicant would proceed to the Board of Adjustment for a variance to the standards of the underlying zoning.

At the outset of this hearing, Stefanie Beninato, the Agent for the Applicant, asked Board member Jennifer Biedscheid to disqualify herself, claiming Ms. Biedscheid had a conflict of interest in this case. Ms. Biedscheid declined to disqualify herself, denying that she had a conflict of interest and noting that she had consulted the City Attorney's Office about Ms. Beninato's request.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the application appears to meet the underlying zoning standards set forth in the Santa Fe City Code.
2. Historic Preservation Staff reviewed the application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the application.
3. Historic Preservation Division Staff Recommendation: Staff found that the exception criteria of SFCC Section 14-5.2(C)(5)(c) had not been met and did not recommend approval of the application, as it did not comply with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts, and 14-5.2(E), Downtown and Eastside Design Standards.

4. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
5. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
6. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
7. The property is located in the Business Capital District, East Marcy / East Palace Subdistrict (BCDEAS), and is subject to the district and subdistrict design standards set forth in SFCC Section 14-7.4(A) and (B)(3)(e).
8. Under SFCC Sections 14-2.6(B-C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
9. Under SFCC Section 14-5.2(D)(9)(c)(ii)(C), yard walls and fences are limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.
10. The Applicant seeks approval for a 5'8"-high coyote fence on the street frontage and on a side property line where the maximum allowable height is 4'6". Staff determined that an exception to SFCC Section 14-5.2(D)(9)(c)(ii)(C) would be required for approval of the application, and the Applicant requested an exception.
11. To obtain an exception, the Applicant was required to conclusively demonstrate that the six exception criteria set forth in SFCC Section 14-5.2(C)(5)(c) have been met.
12. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff's finding that the Applicant has not conclusively demonstrated that all exception criteria have been met:
    a. Pursuant to SFCC Section 14-5.2(C)(5)(c)(i), the Board finds that granting the exception would damage the character of the streetscape because the height of the fence is inharmonious with the streetscape, and disregards the standards for the BCDEAS district. The heights of the walls and fences along this streetscape of Paseo de Peralta range in height from 24" (2 feet) and 108" (9 feet), with the highest walls being rock or stuccoed-masonry retaining walls on the north side of the street where there is a substantial grade change. The south side of the street, where the house walls do not abut the sidewalk, is lined almost entirely with lower yard walls and fences with stepped heights or wrought iron, picket and wire fences, creating an open fenestration of the wall or fence;
    b. Pursuant to SFCC Section 14-5.2(C)(5)(c)(ii), the Board finds that the exception is not required to prevent a hardship to the Applicant or an injury to the public welfare, because there has been no persuasive showing that the security of the property cannot be upheld by features less harmful to the character of the district, such as a lower fence or yard wall, a fence or wall with more fenestration, or other security measures;
    c. Pursuant to SFCC Section 14-5.2(C)(5)(c)(iii), the Board finds that granting the exception would not strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts, because the Applicant has not

shown a need for safety at her property greater than at any other heavily traveled location, and other design options are available to enhance the occupants' safety there;

d. Pursuant to SFCC Section 14-5.2(C)(5)(c)(iv), the Board finds that there are not special conditions or circumstances that are peculiar to the land or structure involved that are not applicable to other lands or structures in the related streetscape: All the properties on the south side of Paseo de Peralta abut the sidewalk or have a minimal setback, similar to the subject property, and are in a heavily traveled area. The setback, traffic and pedestrian travel are not peculiar to this lot. Some of the properties are commercial and others are residential, but the use of the property can change and is not inherent in the land or the structure;

e. Pursuant to SFCC Section 14-5.2(C)(5)(c)(v), the Board finds there are no special conditions or circumstances affecting this property that fulfill this exception criterion. The Applicant should be held to the same standard as the occupants of other structures in the streetscape, which must follow the height and design restrictions in the ordinances;

f. Pursuant to SFCC Section 14-5.2(C)(5)(c)(vi), the Board finds that granting the exception would not provide the least negative impact with respect to the purposes set forth in SFCC Section 14-5.2(A)(1), because the proposed coyote fence at that height is a threat to the historic status of the historically contributing structure. It obstructs the view of the house, which is uncharacteristic for that streetscape. The standards for the Business Capitol District, East Marcy / East Palace Subdistrict, express a preference for "low walls that are compatible with the characteristic open yards." See SFCC Section 14-7.4(B)(3)(e)(iii).

13. The Board finds that the Applicant has failed to conclusively demonstrate that all of the exception criteria have been met.
14. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.
15. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable design criteria have not been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the application as follows:

1. The Board has the authority to review and approve the application.
2. The Board denies Item # 1 as set forth in the application.
3. The Board denies the exception requested in the application.
4. These denials are without prejudice, and the Board may reconsider the project if the Applicant submits another application with a redrawn design for the fence.

IT IS SO ORDERED ON THIS 11th DAY of FEBRUARY, 2025, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios, Chair — Date: 2-11-25

FILED:

ANDREA SALAZAR (Apr 8, 2025 12:28 MDT)

Andréa Salazar — XIV — Date

City Clerk

APPROVED AS TO FORM:

Frank Ruybalid — Date: 2-11-25

Assistant City Attorney

EXHIBIT C

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HISTORIC DISTRICTS REVIEW BOARD
December 10, 2024

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fence currently stands 86” in height and is planned to be cut down and it also notes the maximum allowable height is 59”. Regardless I would say that the fence should be no higher than the maximum allowed height that's calculated for the streetscape. I appreciate the offer of a compromise with respect to the metal structure that's already there but it I think it would be a simple matter to retain that structure and just reweld the top railing to a lower height so that it would be minimal in cost this would permit the gate to remain because it's completely fenestrated and already in existence and that all other aspects of the application be approved

Chair Rios then asked Member Bienvenue, in reference to the making of the motion, if he’d want to indicate the maximum allowable height.

Member Bienvenue stated he thought it was 59” but if that is not accurate, the height should be the calculated maximum allowable height.

Member Mather seconded the motion.

VOTE: The motion passed by (4-0) roll call vote with Members Mather, Degnan, Biedscheid and Bienvenu voting in favor and none voting against.

To view the entire recording of this hearing, ***see*** the YouTube video at:
https://www.youtube.com/watch?v=Vk1h9FgJWNQ (1:58:44 – 2:36:44)

4. **2024-009478-HDRB, 614 Paseo de Peralta,** Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5’-8” high coyote fence with pedestrian gates where the maximum allowable height is 4’-6”. Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height. (Lani McCulley)

BACKGROUND & SUMMARY

The single-family residence at 614 Paseo de Peralta is listed as contributing to the Downtown and Eastside Historic District. The residence is a moderately pitched gabled roof, deep set windows, and a large bay of windows on the north where a porch has been enclosed. It is obvious that the northern portal was enclosed sometime after 1985 because the photo of the 1985 HCPI shows an open portal. There is no case for that enclosure on file with the Historic Preservation Division office.

The property has held several fences along the street frontage of Paseo de Peralta over the years. Figure 1, shows photographic proof of a blue board fence present from 2007 through 2014, and a wood framed wire fence present from 2015 through 2023. The new coyote fence was constructed in 2023. There is no record of an approval from Historic Preservation and there are no permits on record for the changes to the fencing over

time.

The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The applicant's proposed coyote fence is not in keeping with this streetscape with regard to height and material.

Section 14-5.2(D)(c)(ii) states that, "*yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape*." While the Historic Preservation Streetscape calculation allows for a 4'-6" high fence, this property is located within the BCDMAR subdistrict. In this subdistrict, fences are further limited to a maximum height of 4'-0" per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts. Per Section 14-1.7 the more restrictive code would apply which means the maximum allowable height at this property is the 4'-0" height per zoning code for the BCDMAR.

Section 14-5.2(C)(1)(a) states that, "*Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken.*"

A photograph from the 1985 HCPI (See Figure 2) illustrates that this house, like others in the streetscape, had low transparent fencing at the property line. Although it is difficult to discern the exact fence material, it is clear that historically the house had a direct relationship with the street as do other historic buildings in the streetscape.

Section 14-5.2(D)(1)(a) states, "*The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."*

The 5'-8" high coyote fence causes a disruption in how the structure relates to the streetscape and if allowed, poses a threat to the building's historic status and the legibility of the streetscape. Additionally, the townscape, as set forth in the BCD design standards for the East Marcy/E Palace subdistrict also identifies the unique nature of the streetscape by limiting the height of fences and/or walls to a maximum height of 4'-0".

The city's inspections office issued a Stop Work Order (red tag) in August 2023 for the construction of the coyote fence without approval from the HDRB, the Historic Preservation Division or a construction permit.

The applicant now requests approval of the coyote fence by proposing the following exterior alterations:

1. Construct a 5’-8” high coyote fence with two wood plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4’-6”. An exception to section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

Ms. Lamboy presented this case in Ms. McCulley’s absence. She stated this contributing building has had some changes over time but has retained much of its historic integrity. One of the changes includes the enclosure of the front porch that was originally there, as well as an addition that was done on the south elevation. However, the coyote fence that is currently standing was not approved administratively or by the Board. To provide some reference to the Board the fence can be seen on the far left here. It is the edge of the coyote fencing of that subject property. Looking west towards the Scottish Rite Temple and Kearney Avenue the fences are either retaining walls with no fencing on top or low walls with some potentially wrought iron on the top of the fence or the walls. So, looking the other way and with the subject property being on the right-hand side, you can see the development pattern illustrates low fences along the streetscape on the south side of the street, without the retaining walls. There is some coyote fencing that is higher, but it is set back from the street and is a side property line, not a front property line. This is an illustration of what the applicant is proposing which is the fencing that was constructed without a permit. This is that part of the street that is adjacent to or in between the subject property to the I guess south as well as the adjacent property to the north. Maybe my directions are wrong, but on both sides of the subject property. This is an illustration of the drawings of the proposed fence. The underlying zoning is something of a unique story here. So, with the Business Capital District a unique approach was taken with reference to the zoning and it all related to townscape districts So, not only was there a Historic Districts Review Board review required at one time but also a Business Capital District Review Board review as well. The townscapes’ character of the downtown changes radically from one block to another and those changes you know are reflected in the plaza area which is in the BCD Plaza Subdistrict. This property is part of the East Marcy/East Palace Subdistrict. There's also the BCD Capital Subdistrict with its unique character. So, there's underlying zoning that relates to the general dimensional standards and there's also underlying zoning that also relates to the character of the district, and in this particular case with the BCD East Marcy/East Palace subdistrict in which the site is located the maximum height for front yard fencing is 4 feet and that acknowledges the development pattern of which I've been speaking. Which is that there are low or no fences in the front yard of the properties therefore that's the reason for the maximum height of four feet and you can see that in the streetscape generally along that corridor this is an illustration of the development pattern. As seen on an aerial and you can see clearly Fort Marcy as well as a development pattern of the East Marcy/East Palace area. The Paseo de Peralta and Hillside intersection is there. So, if this case were to be approved by the Board

tonight as it is submitted then the case will have to be heard by the Board of Adjustment. It's just a reminder to the applicant and for the public's information that this isn't the only hearing that would take place. Also, the board of adjustment would have to hear the case to allow for a variance to allow the additional height over the underlying zoning. The staff's recommendation is that the exception criteria have not been met. It will be deleterious to the streetscape; it will impact the overall character of the Downtown and Eastside Historic District streetscape in this area and can impact potentially the overall character of the building to which it is adjacent which is contributing. The staff recommends denial in this case.

STAFF RECOMMENDATION

Staff finds that the exception criteria of Section 14-5.2(D)(9) have not been met and does not recommend approval of the application as it does not comply with 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'-6", Section 14-5.2(C)(5)(a) states that, "*if the applicant requests approval of a height in the historic district that exceeds the underlaying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance*."
The underlying zoning district for this property is Business Capital District East Marcy/East Palace (BCDMAR) which permits a maximum height of 4'-0" for fences, per Table 14-7.4 (A)-1. Therefore, if the HDRB approves the exception, the applicant shall proceed to the Board of Adjustment for a variance to the standards of the underlying zoning. If the Board denies the exception, the applicant must produce a new proposal which complies with both the underlying zoning and historic design standards. One motion will be required in this case.

APPLICANT PRESENTATION

Ms. Beninato came forward to present, as she is the applicant. She stated she found herself in an unfortunate situation as they did submit a request for Member Biedscheid to recuse herself and stated she was curious how Member Biedscheid was going to respond.

Member Biedscheid stated she did see a copy of that request and discussed it with the City Attorney's office and that she has no bias against Ms. Beninato's client. She doesn't know her client. She knows Ms. Beninato pretty well from the hearings, but she has no bias against her. Her husband's job has absolutely nothing to do with her responsibilities on the Board. They work to keep things separate and respect ethical boundaries. In fact, she understands that her husband doesn't hear H-Board Appeals as part of his

job, as a State District Judge. She stated she was insulted for herself and all working women that are part of a marriage or partnership that it would be assumed she cannot be independent and capable of an intellectual border between hers and her husband's job duties. She is not influenced by her request, and she will hear this case impartially like all other cases.

Ms. Beninato stated that it was not at her instigation, but at her clients request and the wording is primarily from their sources. I just want to be clear that my client did have a very poor experience and with the other party, and that the complaining party here (for this project) are the same. It just builds that kind of sense of distrust on the part of my client and I.

Chair Rios stated member Biedscheid has been on the Board for quite some time and she agrees with Ms. Biedscheid's comments. She believes Ms. Biedscheid can be impartial and thinks she indicated that her husband's work has nothing to do with this Board and she is a person that will be impartial in this case as she is with every other.

Ms. Beninato thanked them for those considerations and reasons and then proceeded to state that she doesn't agree with Staffs recommendations and does think that her client has met the exception criteria. The fence should not affect whether this is a contributing building or not. This property belonged to the Anton family and was built in 1920 based by hand and is not a home kit Sears. The brothers Alonso and James inherited and split the property in 1935. At that time, both addresses were on Hillside. This residence was owned by James, who sold it in 1979 to Steven Long. Mr. Long later sold to the current homeowner in 1988. The house has been added onto several times between 1988 and 1991. The roof may have been asphalt shingles initially but when Miriam purchased it, it was rolled asphalt. The homeowner replaced it with approval from the Historic office, possibly administratively with a metal roof. She has also had approval to enclose the portal on the front of the building. This was enclosed due to the salt damage that occurred from the care for the icy road in bad weather which splashes onto the property and was damaging the portal. To prevent the salts from damaging the residence, the client put up the previous blue colored board fence. There was wire fencing behind the board fence when it was removed due to damage to the fence. The client tried to incorporate the wire and metal fencing in place of the board fence. However, as a result her property has been subject to a lot of trespassing and people have actually broken into her residence while she has been there. These houses are designed for work/live. The BCD was only introduced in the 1980s. I now see that it is divided into smaller sections, which makes understanding it more confusing. I do question the status of this building. I do not believe it should be a contributing structure. Either way, the fence should not affect the status of the structure. Again, this shouldn't affect the streetscape because the fences in existence are already a variety of fences. She feels it's a necessity to have the fence there, so she can live there safely. It would also be less maintenance from the salt and feels like it will be more durable and tried to make it more visibly interesting.

Ms. Beninato also felt it was important to point out the timeline of going through the process. The fence was put up in August of 2023 by contractor Fabian Nava who told the client that she did not require a permit if the fence was under 6 feet in height. My client met with the Historic Preservation Division in September of 2023 along with her representative, Eric Sommer. They discussed what needed to be done for the client to come into compliance. An inspector issued a red tag on the property in February 2024. My client went to the Historic offices and met with a planner who explained what paperwork she needed to present to Historic. There has not been a single planner assigned to the case for any length of time.

As for the exception criteria: staff seem to be pushing for a white picket fence to match the neighbors fencing, which is also not historic. They are from the 1980s and the 1990s. There is a variety of fencing in the streetscape including the picket fences, masonary walls, stone walls, and coyote fencing. Therefore, a coyote fence will not harm the district (criteria 1). Regarding the hardship (criteria 2): the homeowner is a longtime resident who is in close proximity to two parks, Cross of the Martyrs and Tommy Masson Parks. She has had to call 911 on several occasions for break-ins. A higher fence to keep trespassers off the property, will help her be able to continue to live in this location because a four-foot fence or wall can be stepped over. Regarding the third criteria, this residence is closer to the street than most on the streetscape, the squashed wire fencing is replaced with a coyote fence which is on the streetscape in a height that will keep the homeowner safe from trespassers and the fence type will help protect the building from damage from salts. Maintenance costs are very high when damage is to the residence. Most of the front area of the streetscape changed when Paseo de Peralta was put in by the government in the 1960's. This is unique to this streetscape and is not the cause of Ms. Epsensen. The issue with the care and maintenance of the road, the location proximity to the parks, and the rise in crime are not the homeowners cause either.

Ms. Beninato continued: the Board has issued exceptions for safety reasons at Girls Inc most recently for a 6' fence on that streetscape due to safety concerns for the girls and their family's due to the proximity to Tommy Masson Park. My client's safety should be a concern and a reason for approval of this exception as well. Ms. Beninato gave several other examples of higher fences at properties for safety concerns including a significant structure on Saint Francis.

Ms. Beninato concluded that this request is for a safety concern of the elderly owner, and she was sorry that the homeowner was given bad advice from the contractor.

Ms. Espensen stated that when she moved in the fence was a white fence and before it was a white fence it was a natural fence. She didn't know anything about Historic but after a few years of getting all the dirt and salt on the fence, it looked terrible, so every spring she would sand, wash and repaint it, but after a while the white became too difficult to maintain. So, it then changed into the blue fence that everyone has seen in the pictures. It became tiresome to care for and she really wanted a coyote fence. She couldn't afford it, so she went with a wire fence and the issue with the wire fence is that it did not prevent people from jumping over it. She had a lot of strangers and homeless that would pass through her property and even though she locked the gate people would still jump over it. She was informed that if the fence wasn't 6 feet or taller she wouldn't need a permit, so based off of that information she put in the coyote fence with the help

of Fabian Nava. She felt that the fence was a solution to dealing with the increased traffic, tourists, and criminal elements of the city.

Chair Rios acknowledged and stated she always appreciates it when the owners of the property come to speak to the Board. She thinks even though the owners have representatives, it's important to hear from the owners and she feels for Ms. Espensen's situation. She doesn't know what the Board will decide in terms of the height, unfortunately she does think this fence impacts the street in a negative way, but that is her opinion. She would recommend something shorter and that the coyote fence, while popular through the city is not in keeping with this particular streetscape.

Ms. Beninato stated there are coyote fences in that area, for instance there is one directly across from her client's residence and one for Girls Inc. and the picket fence is not historic.

Ms. Espensen stated that allowing the neighbors to have coyote fencing but not her makes absolutely no sense to her and she believes that it is discrimination.

Chair Rios stated the main question here was height and asked to hear from other members of the Board.

Member Degnan stated she appreciates that Ms. Espensen has been able to maintain a successful business in this town all these years. She just thinks it's their role is to try to honor what the rules and regulations are and certainly sometimes it requires flexibility which is why you applied for an exception. She just thinks that while there may be another example of a tall coyote fence that generally speaking, tall fences are like creating a wall. I respect the fact that you want to be safe and understand that entirely. However, that due to all of the access around the property just having the coyote fence on Paseo de Peralta isn't going to keep people out of the property. It is her opinion that it will not be effective, and the fence is too tall.

Member Bienvenue stated that he felt this is a strikingly unattractive feature on the streetscape and it really would be aesthetically nicer if it was a small picket fence just like the neighbors even if they're not historic in that area though they certainly are. Even if the particular ones nearby are not historic that's certainly a historic feature for the style of architecture in that area, but I do see your situation as being unique and that is what is to me feeling the most important consideration in this particular case. We have in recent times gone beyond the boundaries of what both the code say and what I think our personal aesthetic choices would be in an ideal world with respect to safety issues and that has come up both in terms of neighborhood safety for a residential house and that was the case for the significant structure and then most recently with respect to the Girls Inc where an extremely tall fence was approved. That literally towers over the streetscape purely for safety reasons and that was the only reason it was allowed. Your property does strike me, the more I looked at it today and also hearing tonight has

similarly unique situation because of the fact that it's on such an incredibly narrow section of Paso de Peralta that your house is located so very close to the street. This is most likely because of the reconfiguration of Paeo de Peralta and its location with respect to very public areas both the park nearby and the park across at the martyr's walkway. On top of it you're using it as a residence which is also unusual in that particular location which is something that I think we want to encourage in our downtown. So, I am inclined to think that because of all of those very unique circumstances even though I do believe that this is not aesthetically a very good design solution to your difficulties; I'm not I'm not certain there is a really good design solution; you need a certain height where 4 feet will probably not be sufficient for purposes of your safety concerns. I would prefer it to be fenestrated in some way like picket fences are but that would also perhaps be a little averse to the safety issues that you have and in addition to safety it does seem that you do have some issues with respect to the maintenance of the road that's impacting on your property. The fencing all of which strike me as a little bit not as applicable to the immediate properties surrounding you which are commercial properties that are set back more from the street and therefore can accept that kind of more aesthetically appealing picket fence. So, I do think with the precedence we've set in some of these other cases that your circumstances may be unique enough to suggest that we should grant an exception, I don't know how the rest of the board feels. I think they might feel different but if we were to go down that path is there any kind of a compromise that can be reached from what you have right now such as any kind of lowering of the fence that would still give you sufficient privacy? I mean I note for one thing it's a fairly it's cut straight across as far as the top of the fencing goes. You probably know that we usually mandate that there be staggering of the latillas which hasn't happened here. If it were staggered by three or four inces would bring some of the height down. So, I'm wondering if you could live with something that's more like a 5-foot coyote fence or a 5ft. or 5ft 2in. coyote fence with some staggering involved. Also, we could suggest that you and could also add plantings on top of the fencing, which will bring it up in height. This is one of the things that our fence guidelines permit or even suggest and encourage as a possibility for privacy purposes without it being so dramatic from the point of view of the passerby.

Chair Rios stated she thought Stephanie indicated that there was another possibility of another type of fence and then asked Ms. Beninato if she heard her say that.

Ms. Beninato stated that was not correct and what she said was that the gate is a different material than the fencing to try and visually break up the coyote fencing. She believed her client would be willing to make it irregular, but she doesn't think a 5'-2" is sufficient and anything less than that doesn't give protection. She thinks 5'-5" might work with a couple of inches variations, but nothing less than that will give the protection needed. Generally, she likes lower fences as well, but she believes as it was stated this is a unique situation and all the other properties are being rented out and not needing the same exception.

Chair Rios clarified that Ms. Beninato said 5½'.

Ms. Beninato stated 5'-6" but not 3" or 4" in variation, so 5'-4" or 5'-6" will give Ms. Espensen the safety she needs.

Ms. Lamboy stated in reference to the width of the street she presented the 1930 Sanborn map and stated that when it was Hillside Avenue you could see the subject property at that curve and the street neck down to 28 feet but here it was 30', So the street itself in its width has not changed very much over time.

Member Biedscheid stated she does believe there are a few other residential properties on this street, especially at the intersection of Otero and Paseo De Peralta which have fences that are higher but are fenestrated on the top with wrought iron. This fence, the material is definitely out of character for the streetscape. A fenestrated fence or even a wire fence would be more appropriate so that it could be seen through. She doesn't think there's a wall that's even 3' on this street. It's very out of character but she does understand the safety concerns. She doesn't think this is the right solution for that.

PUBLIC HEARING

Mr. Mann stated that his family also lives in a house built by the Anton family on 618 Paseo De Peralta and the 4-foot white fence has been there for 36 years. The history of the Anton family built both houses around 1900 and 1912. He recently talked with Waldo Anton who is now 97 years old, and they discussed the house that he grew up in. He also spoke with Sarah Melton who had lived in the area, stated she spoke for the houses because the houses didn't have a voice. He's heard a lot discussion about what someone needs and how in fact it will dimmish the historic character of a contributing structure. His structure where he resides is contributing, the house next door is significant, and it is his understanding that Ramon Sarason delivered Ms. Espenson a report telling her what style and height the fence would need to be. He personally objects to the coyote fence, as it is ugly on a primary façade, and it would diminish the architectural and historic view of their properties. The idea that you can put that fence up and then plead necessity puts a personal need ahead of a federal historic structure and I personally feel that all that testimony about need should be put aside and to the point made that she's the only one who lives there we have a tenant living upstairs. I lived up there. We raised our child there. I certainly understand people's necessity for security, but do we want to sacrifice the way a building looks and maybe have the federal government look at the way we maintain our historic district and say we're willing to compromise so easily. I'm sorry I wish that it could be a win-win when you deliberately say I didn't know I needed a permit. However, that's no excuse.

John Eddy, previously sworn, stated that on occasion you do get cases like this and one thing that needs to be said is that this house is too close to Paseo De Peralta. The

biggest problem being its 6’ away from the curb of this street and that will continually be affected by weathering of the traffic on that road. As we keep repaving the roads they continue to get higher, extenuating the potential damage being splashed onto this fence and house. He is very conflicted and thinks the needs of the people living in houses should be addressed and is a valid concern.

Ms. Beninato stated she wanted to clarify that she has known many contractors who do not get permits even when they’re supposed to. Her client relied on a licensed contractor, Fabian Nava, who informed her that she didn’t need a permit. Her client was just given bad advice. She is being pushed and pushed that she has to have a picket fence which is actually not true. Ms. Beninato understands that some people may think that this (the coyote fence) doesn't really work, but this works in terms of maintenance. Ms. Beninato thinks this is one of the issues. Also when you look at the streetscape, it's not just the south side of the street it is the entire streetscape; north and south of that street. Overall, what you see are some retaining walls that are about 4’ high, a 10’ high retaining wall, for some distance, and then right across the street at Otero there's an 8’ retaining wall. So, if you're looking at the streetscape within 300’ from her property, you will see these high retaining walls that are massive. Ms. Beninato pointed out that as Member Bienvenue stated, it’s a unique situation.

BOARD DISCUSSION/ACTION:

Member Degnan asked Ms. Beninato for clarification that it was mentioned that perhaps it would be amendable, or agreeable to a 5’-6” fence to satisfy to some extent their concerns.

Ms. Beninato said yes, they believe a 5’-6” for the safety concern could still be effectively met. Her client is even willing to make it vary every couple of inches so it would be the 5’-4” to the 5’-6”.

Member Degnan moved to suggest that the fence be amended or adjusted or redone lowered to 5’-6”. No second was given so the motion died.

Member Bienvenue stated he has had concerns as the hearing has gone forward about trying to do a redesign on the fly because the issues are both height and the materials. He thinks a compromise solution can be reached someplace but it is going to have to address both the height the materials and some kind of fenestration because it really is very important section of our historic district where this is located. I do think that some design work on the part of the applicant in conjunction with staff is probably the only way we're going to be able to find a solution that would be acceptable to all of the Board members. So unfortunately, I think that leaves us in my mind no choice but to deny the application as submitted with the hope that the applicant will resubmit with a new proposal that will address their legitimate concerns in a manner that will be acceptable

to staff.

MOTION: In Case 2024-009478-HDRB, 614 Paseo de Peralta, Member Bienvenue moved that findings be entered by adopting the reasoning set forth in staff's report that the exception criteria have not been made met, for the application as submitted and the fence as currently existing and that the application therefore be denied without prejudice to a resubmittal. Member Mather seconded the motion.

VOTE: The motion passed by (4-0) roll call vote with Members Mather, Degnan, Biedscheid and Bienvenu voting in favor and none voting against.

Chair Rios explained after the motion that this had been denied but without prejudice, which means that you can come back before the board with a different application that's indicates exactly the kind of material you're going to use, the exact height, or you can appeal it to the city council.

Ms. Beninato stated that's right because what the Board is asking her to do is take down the coyote fencing even though her property has coyote fencing on it now. You don't want the same fencing that she actually has all over her property she's supposed to do a new type of fencing and then asked if that's what they're stating and would not approve a coyote fence.

Chair Rios stated she did not hear that in the motion.

Ms. Beninato then stated the Board said something about the materials being unacceptable.

Chair Rios stated she believed that was a personal statement she gave earlier in case and asked Member Bienvenue for clarification.

Member Bienvenue stated his motion stated but I did say that there were concerns with respect to both height and materials and that I would hope that the applicant could address those concerns and redesign. That doesn't mean there is direction as to what material materials have to be, or what the exact height needs to be. I truly believe something can be designed here that will meet the needs of your client as well as the board and the staff but and I'm not and purposefully did not want to get involved in trying to design from this perspective which is you came in you asked for exactly what you have and that's been denied. There may be someplace other that you can find a solution that the board will approve.

Ms. Beninato stated she wanted clarity that the board was basically rejecting the coyote

material because it's being said that they should look at other material and proceeded to ask if that is correct.

Chair Rios stated that options are open in other words if they would want to resubmit with that then she does not know if the applicant would get a denial. The Board is just saying there's other options.

Ms. Beninato stated that was not much direction.

Ms. Lamboy stated this case has gone to municipal court and the Applicant is before the Board based on some direction that this be considered by the H-Board. Since this particular design was denied, Ms. Lamboy would like to just communicate to the applicant that they can come back to the Board within 90 days, or remove their fence within 90 days. She wanted to provide them with some parameters, as to what the next City action would occur since it is being considered by the Court. She stated Mr. Frank Ruybalid could affirm they have three months either to come back to the Board, or then they will need to remove the fence to comply with the code.

Mr. Ruybalid stated as he understood at that time. He asked if a red tag had been issued.

Ms. Lamboy stated yes, and a citation to Municipal Court, so the applicant has been to court already regarding this issue.

Mr. Ruybalid stated he would have to look at the Municipal Court order, he didn't know what the municipal court order said.

Ms Beninato stated she just wanted it to be on record that her client is being treated differently in this manner than many other people.

Mr. Ruybalid stated this was out of order.

Chair Rios stated this case was over and thanked them for stating their concerns and stated to have a discussion with Staff and they will guide them through the process.

To view the entire recording of this hearing, ***see*** the YouTube video at:
https://www.youtube.com/watch?v=Vk1h9FgJWNQ (2:36:54 – 3:51:11)

6. **2024-009479-HDRB, 710 Canyon Rd., Downtown & Eastside Historic District, Contributing,** Conron & Woods Architects, agent for Anna Marie Hamilton, owner, proposes to remove a portion of the portal, raise parapets, relocate a door, re-roof the portal and residence, replace skylights and

EXHIBIT D-1

City of Santa Fe, New Mexico

memo

DATE: **December 10, 2024**

TO: **Historic Districts Review Board Members**

FROM: **Lani McCulley, Senior Planner, Historic Preservation Division**

2024-009478-HDRB, 614 Paseo de Peralta, Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5'-8" high coyote fence with pedestrian gates where the maximum allowable height is 4'-6". Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height.

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

__x__ **District Standards & yard wall & fence standards.**

__x__ **Historic Inventory Form**

__x__ **Zoning Review Sheet**

____ **Other**:

APPLICANT SUBMITTALS

__x__ **Proposal Letter**

__x__ **Site Plan/Floor Plan**

__x__ **Elevations**

__x__ **Photographs**

__x__ **Other:** exception criteria

STAFF RECOMMENDATION:

Staff finds that the exception criteria of Section 14-5.2(D)(9) have not been met and does not recommend approval of the application as it does not comply with 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'-6", Section 14-5.2(C)(5)(a) states that, "*if the applicant requests approval of a height in the historic district that exceeds the underlaying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance*."
The underlying zoning district for this property is Business Capital District East Marcy/East Palace (BCDMAR) which permits a maximum height of 4'-0" for fences, per Table 14-7.4 (A)-1.

Therefore, if the HDRB approves the exception, the applicant shall proceed to the Board of Adjustment for a variance to the standards of the underlying zoning. If the Board denies the exception, the applicant must produce a new proposal which complies with both the underlying zoning and historic design standards. One motion will be required in this case.

Sample motion:

A. Approve or deny Case #2024-009478 to allow an exception to 14-5.2(D)(9) to construct a coyote fence to a maximum height of 5'-8" where a maximum allowable height of 4'-6" is allowed.

BACKGROUND & SUMMARY:

The single-family residence at 614 Paseo de Peralta is listed as contributing to the Downtown and Eastside Historic District. The residence is a moderately pitched gabled roof, deep set windows, and a large bay of windows on the north where a porch has been enclosed. It is obvious that the northern portal was enclosed sometime after 1985 because the photo of the 1985 HCPI shows an open portal. There is no case for that enclosure on file with the Historic Preservation Division office.

The property has held several fences along the street frontage of Paseo de Peralta over the years. Figure 1, shows photographic proof of a blue board fence present from 2007 through 2014, and a wood framed wire fence present from 2015 through 2023. The new coyote fence was constructed in 2023. There is no record of an approval from Historic Preservation and there are no permits on record for the changes to the fencing over time.

The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The applicant's proposed coyote fence is not in keeping with this streetscape with regard to height and material.

Section 14-5.2(D)(c)(ii) states that, "*yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape*." While the Historic Preservation Streetscape calculation allows for a 4'-6" high fence, this property is located within the BCDMAR subdistrict. In this subdistrict, fences are further limited to a maximum height of 4'-0" per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts. Per Section 14-1.7 the more restrictive code would apply which means the maximum allowable height at this property is the 4'-0" height per zoning code for the BCDMAR.


Figure 1: Board fence 2007-2014, Wire fence 2015-2023, and Coyote Fence 2023

Section 14-5.2(C)(1)(a) states that, "*Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken.*"

A photograph from the 1985 HCPI (See Figure 2) illustrates that this house, like others in the streetscape, had low transparent fencing at the property line. Although it is difficult to discern the exact fence material, it is clear that historically the house had a direct relationship with the street as do other historic buildings in the streetscape.

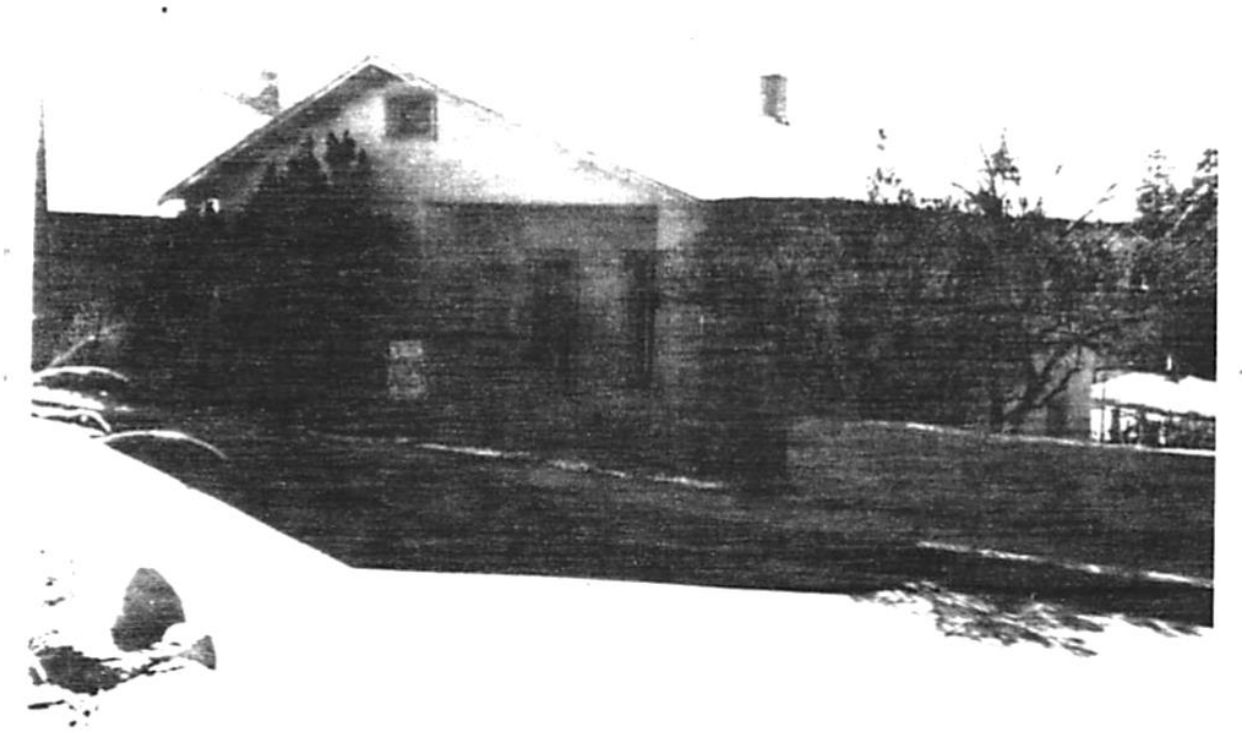


Figure 2: Photo from the 1985 HCPI

Section 14-5.2(D)(1)(a) states, "*The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."*

The 5'-8" high coyote fence causes a disruption in how the structure relates to the streetscape and if allowed, poses a threat to the building's historic status and the legibility of the streetscape. Additionally, the townscape, as set forth in the BCD design standards for the East Marcy/E Palace subdistrict also identifies the unique nature of the streetscape by limiting the height of fences and/or walls to a maximum height of 4'-0".

The city's inspections office issued a Stop Work Order (red tag) in August 2023 for the construction of the coyote fence without approval from the HDRB, the Historic Preservation Division or a construction permit.

The applicant now requests approval of the coyote fence by proposing the following exterior alterations:

1) Construct a 5'-8" high coyote fence with two wood plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4'-6". An exception to section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

EXCEPTION CRITERIA AND RESPONSES:

Exception to Section 14-5.2(D)(9): The applicant requests an exception to exceed the maximum allowable height of a fence.

(i) *Do not damage the character of the district;*

Applicant Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. There are 8 and 10 ft retaining walls less than half block away at the intersection of Paseo and Otero (NW and NE corners) and several coyote fences across the street.

Staff Response: Staff does not agree with this statement. The coyote fence as proposed damages the character of the district, is a violation so the streetscape standards and the underlying BCDMAR zoning standards. The heights of the walls and fences along this streetscape of Paseo de Peralta range in height from 24" (2'-0") and 108" (9'-0") and the walls and fences vary from retaining walls constructed of rock or stuccoed concrete masonry on the north side of the street. The tallest wall is a retaining wall with yard wall on top. The combination of a yard wall with retaining wall is allowed at a height greater than properties with no retaining wall. There is a grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The south side of the street is lined with lower yard walls and fences with stepped heights or wrought iron creating an open fenestration of the yard wall, two picket fences, one wire fence, and at the edge of the streetscape there is a single coyote fence located on the Girls, Inc. Property. The Girls, Inc property is part of the Hillside streetscape rather than the Paseo de Peralta streetscape, and is visually disrupted from the property, as it is located around the curve from the subject property. Furthermore, the Girls, Inc. property is part of a different zone district than the subject streetscape.

Streetview images have been provided to illustrate the streetscape and context of yard walls and/or fences in the streetscape.



Figure 3: Streetview looking west



Figure 4: Streetview looking east

(ii) *Are required to prevent a hardship to the applicant or an injury to the public welfare;*
Applicant Response: The owner is and has been a full-time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks-the Cross of the Martyrs and the Tommy Macione Park.

The owner had replaced a blue wood fence with a lower chain link fence that supported the older wire fencing in 2003. However, with the increase in trespass and robbery at her residence, the owner felt her only recourse was to replace the damaged wire fencing with a fence made of stronger material that will deter unwanted entries.

The coyote fencing will also be easier to maintain given the heavy barrage of salt that it gets in the winter due to the location of the residence at a curve and its extreme proximity to Paseo de Peralta.

Staff Response: This criterion has not been met. There is no hardship that is unique to this property; other residences/shops in the streetscape have direct access to the street. Through the establishment of the Downtown & Eastside Historic District and the adoption of the historic districts ordinances, it was determined by the community that the preservation of historic streetscapes and buildings is important to retain the overall character of Santa Fe.

The proposed coyote fence is a threat to the historic status of the historically contributing residence, and furthermore it disrupts the streetscape as is regulated by both the Historic Districts Ordinance and the Business Capitol East Marcy/East Palace subdistrict standards.

(iii*) Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts;*

Applicant Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. The increased height will allow the continued use of the structure as a residence since it will increase the owner's personal safety and decrease maintenance costs.

Staff Response: The Applicant's response does not address the approval criteria. While safety and security are concerns for all residents within the city, they are not a valid reason to violate the height and preservation standards established in the ordinance, which inherently considers the welfare and safety of residents. Other security measures could be employed that would not violate the ordinance.

(iv) *Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;*

Applicant Response: Other structures have more setback from the street. This lot lost most of its setback when Paseo de Peralta was created in the 1960s. Additionally this structure is the only one that still serves as a live workspace, which has been the historic use of these homes since the 1960s.

Staff Response: The Applicant's response does not address the approval criteria and staff disagrees with this statement. While most of the properties on the north side of Paseo de Peralta are set back further from the road, all the properties on the south side of Paseo de Peralta are set back similarly to the subject property. The setback is not peculiar to this lot. Staff does recognize that some of the properties are commercial such as the art galleries, but the use of the property can change and is not peculiar to the land or structure, other uses are permitted, and other structures could be converted to live work as well, or the existing property could be similarly repurposed.

Street map and aerial images have been provided to illustrate the streetscape and context of yard walls and/or fences in the streetscape.



Figure 5: 1912 Kings map of the vicinity


Figure 6: 1957 Aerial of the vicinity

(v) *Are due to special conditions and circumstances which are not a result of the actions of the applicant; and*

Applicant Response: The owner is not responsible for the rise in property crime and drug use. Her property is located near two parks which at times serve as magnets for these types of behavior.

Staff Response: The Applicant's response does not address the approval criteria. While staff recognizes that the property owner is not responsible for crime rates, the presence of crime or an incidence of crime is not a justification to violate the preservation or height standards of the ordinance, which is the law of the city. All residents may consider responsible and code compliant safety measures to secure their homes and businesses. The applicant should be held to the same standard as all other structures in the streetscape, which must follow the height and design restrictions set in the ordinance. It should be noted that this exception request is due to the action of the applicant to build a fence without a permit and Historic Districts Review Board approval. Had the applicant proceeded through the typical review process there may not have been a need for this request.

(vi) *Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).*

Applicant Response: The owner understood from the contractor that if she kept the fence below six feet, she would not need a permit. She deliberately kept the fence to 5 ft 8 inches for its entire length whether on the street or on a sideline. It is the minimum she feels will deter entry onto her property from Paseo. The type of material being used is compatible with the existing streetscape. There are fences and walls in close proximity that are or will be higher

Staff Response: The Applicant's response does not address the approval criteria. The applicant and her contractor are not in a position to set the rules for permitting, or for height standards and design standards within the historic district, and ignorance of the appropriate processes and standards is not valid justification for violating those standards.

The proposed coyote fence negatively impacts the historic streetscape and a design that does not negatively impact the streetscape has not been considered or proposed by the applicant.

APPROVED AS TO FORM BY THE PLANNING AND LAND USE DEPARTMENT:

Title	**Name**	**Initials**
Department Director	Heather Lamboy	HLL
Assistant Department Director	Maggie Moore	MRM
Planning Manager	Gary Moquino	GM
Planner Senior	Lani McCulley	

Attachment B
NEW MEXICO HISTORIC BUILDING INVENTORY FORM

H3011

building threatened? yes	surveyed date 2/85 by HMW	county SANTA FE	ID no. 051610400
field map SFHD #1	number 400	UTM reference zone 12 13	easting northing

location description: 614 Pº de PERALTA

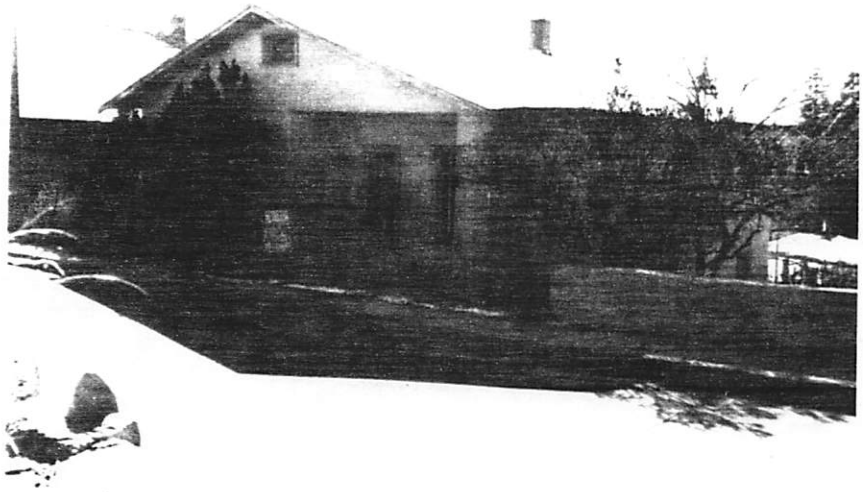
city/town: SANTA FE

land grant/reservation: ~~land grant/reservation~~

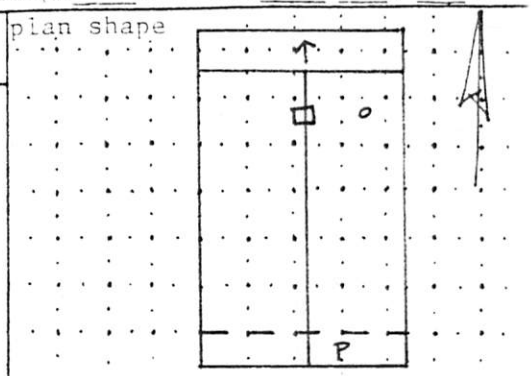
building name:

legal description: tnsp ___ N S range ___ E W sec ___ ¼ ¼

film roll by HMW no. SFHD 17	negative nos. 27	loc. of neg. HPB



plan shape



date of construction: 1912-30 estimate ___ actual

source: KING'S, SANBORNS

use
present: residential
other:
historic: residential
other:

condition
___ excellent X good
___ fair ___ deteriorating

style: BUNGALOW

wall material/surface: ADOBE/ STUCCO

degree of remodeling
___ minor ___ moderate ___ major
describe:

architectural features: 1 S IN FRONT 2 IN REAR. MOD. PITCH FRONT GABLE RF W/ PORCH RECESS'D IN BLDG VOL. SMALL 4-LIGHT WD WDW W/ WD SURROUND IN GABLE 2 SGL 1 SMALL / 1 LARGE D.H. WD WDWS W/ STUCCOED LUG SILLS; SGL LEAF SGL LARGE LIGHT WD. DOOR. PORCH CARRIED ON CORNER STUCCOED PIER, CONC. FLOOR. SIDES: 1/1 D.H. WD, SGLS & TANDEM, 1 4/4 WD CASMT ALL W/ STUCCOED LUG SILLS. BASMT SIDES: 4 & 6 PANE HOPPERS, WD. REAR: WD PORCH AT UPPER LEVEL ENCLOSED W/ FRAME CONST & 2 BANDS OF 4 4-LIGHT WD WDWS, CARRIED ON IRON POSTS BELOW, FORMING OPEN PORCH W/ GARAGE DOOR.

surroundings: COMMERCIAL/RESIDENTIAL

relationship to surroundings
X similar ___ not similar

district potential
___ yes ___ no

significance
___ eligible X of interest ___ none

if eligible, why? CONTRIB.

comments:

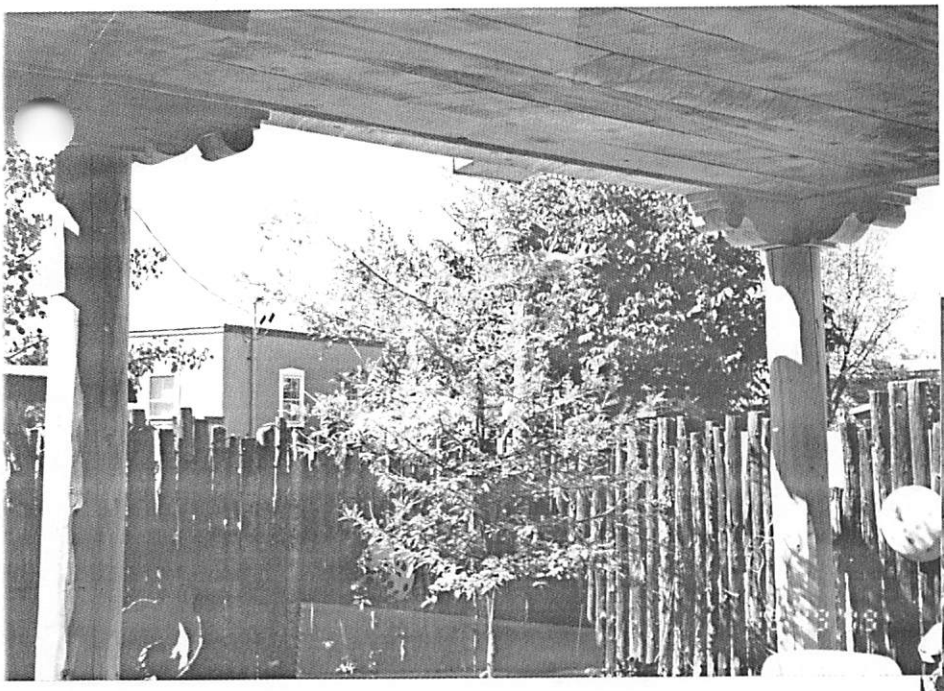
associated buildings? ___ yes
what type?

if inventoried, list ID nos.

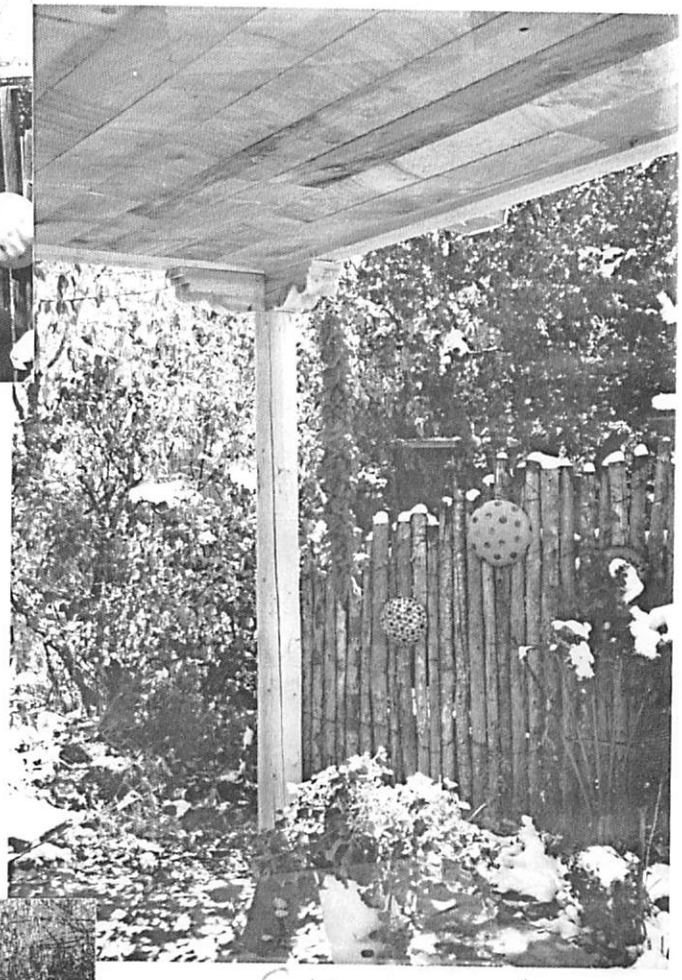
see back ___ yes

EXHIBIT D-2

H-99-211
614 Paseo de Peralta



SW View



SE View

View from Loma Lane



Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:

Date Submitted: 10/1/24 Miriam Leth-Espenson

Property Owner of Record: Leth-Espenson Trust

Applicant/Agent Name: Stefanie Beninato

Contact Person Phone Number: 505 988 8022

Site Address: 614 Paseo de Peralta

Proposed Construction Description: new fence

TOTAL ROOF AREA: 1530 / 3955 (lot size)

Zoning District: BCDES

Lot Coverage: 39 %

□ Open Space Required: ____

Overlay: □ Escarpment ____
□ Flood Zone*
□ Other: Downtown/Eastside Historic District

Setbacks: N/A
Proposed Front: ____ Minimum: ____
2nd Front? ____
Proposed Rear: ____ Minimum: ____
Proposed Sides: L ___ R ___ Minimum: ____

Submittals Reviewed with PZR:
☒ Legal Lot of Record □ Development Plan □ Building Plans
□ Existing Site Plan ☒ Proposed Site Plan ☒ Elevations

Height: Proposed 5' 8"
Maximum Height: 4' 8" or
☒ Regulated by Historic Districts Ordinance
□ Regulated by Escarpment District

Supplemental Zoning Submittals Required for Building Permit:
□ Zero Lot Line Affidavit N/A

Access and Visibility: □ Arterial or Collector** N/A
□ Visibility Triangle Required

Parking Spaces: N/A
Proposed ____ Accessible ____
Minimum: ____

Use of Structure: ☒ Residential
☒ Commercial Type of Use: yarnshop, gallery

Bicycle Parking**: N/A
Proposed: ____ Minimum: ____

Terrain: □ 30% slopes N/A

* grading and additional review required by Technical Review Division
** Requires special review conducted by the Traffic Engineering Division

** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

Stefanie Beninato (□OWNER □APPLICANT ☒AGENT)
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

Stefanie Beninato 10/1/24
SIGNATURE DATE

2024-009432PAR

To Be Completed By City Staff:

Additional Agency Review if Applicable:

□ Escarpment Approval by ____ Date: __/__/__
□ Flood Plain Approval by ____ Date: __/__/__
□ Traffic Engineering Approval by ____ Date: __/__/__
Notes: ____

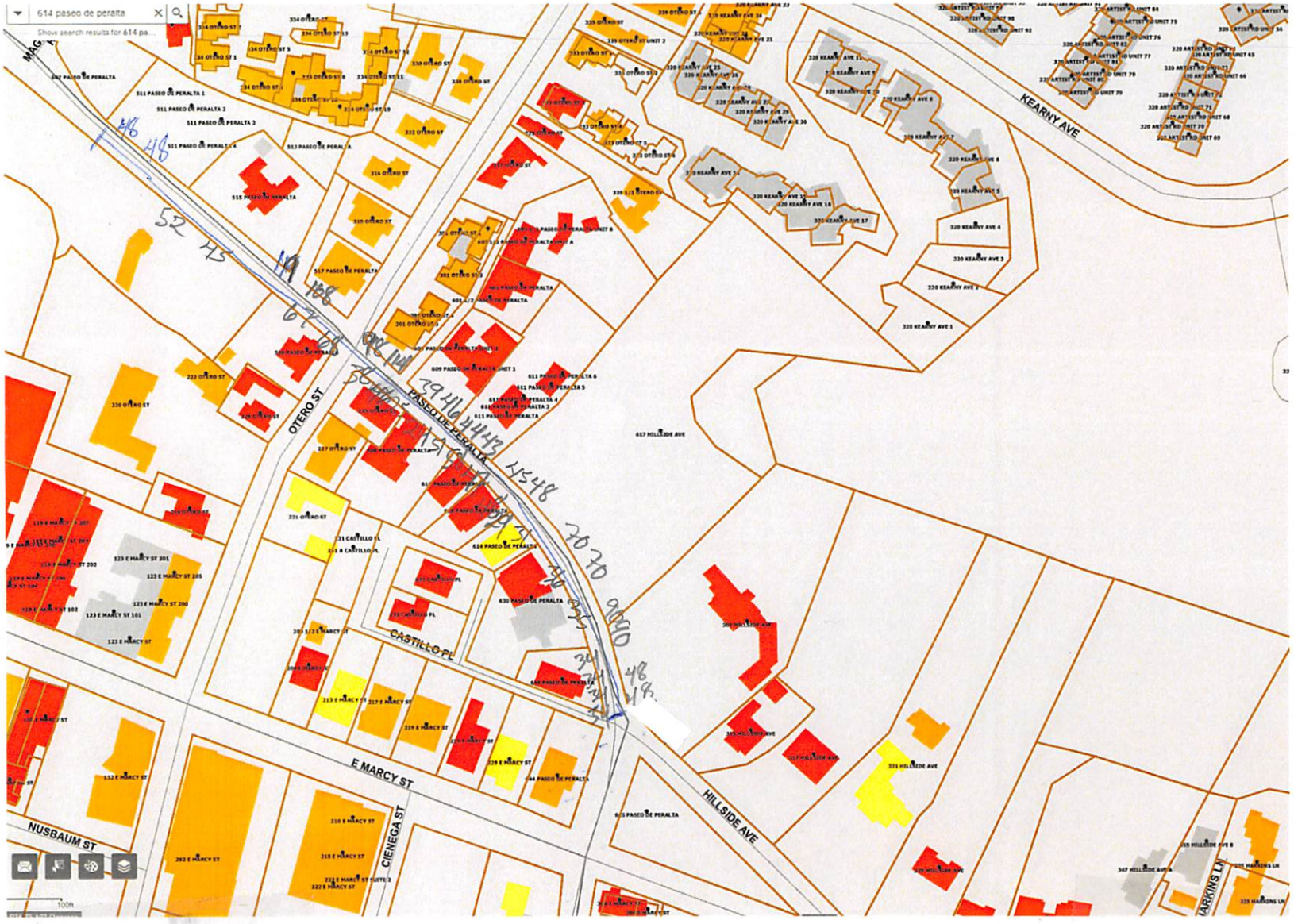
Zoning Approval:

□ Preliminary Approval ☑ with conditions □ Rejected

Comments/Conditions: Legal lot of record provided
Proposed 5'8" fence requires a variance from the Board of Adjustment before permitting per 14-7.4(A) Table of Dimensional Requirements for Townscape Districts for East Marcy/ East Palace

REVIEWER: Rebekah Clouser DATE: 11 / 6 / 2024

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.



Fence/Wall Height Calculation for
614 Paseo de Peralta

Total: 2052
Count: 38
Average: 54"
Maximum Allowable Height:
54" or 4'6"

48 48 119 108 98 114 39 46 44 43 45 48 70 70 90 90 48 48 52 45 67 68 38 46 25 24 51 58 47 48 29 31 36 35 34 34 34 34 54



2007-2014



2015-2023



August 2023



Streetscape looking west from neighbor to the east to the stop sign and then beyond the stop sign





Streetscape looking east from the residence


614


614

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ 1.63
Certified Fee	4.35
Return Receipt Fee (Endorsement Required)	3.45
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 9.43

SANTA FE NM 87501 JAN 12 2024 Postmark Here

Sent To: Leth - Espensen Trust
Street, Apt. No.; or PO Box No.: 614 Paseo de Peralta
City, State, ZIP+4: Santa Fe, NM 87501-1957

PS Form 3800, January 2001 See Reverse for Instructions

7002 0510 0003 6710 6901

HIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

(Printed Name) C. Date of Delivery

Received
JAN 16 2023
Stephen Bartels
NM Taxation & Revenue

ddress different from item 1? ☐ Yes
r delivery address below: ☐ No

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

elivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-0835

Case Number: **BLD-002116-2024**
Case Type: **Building**
Date Case Established: **01/11/2024**
Compliance Deadline: **02/22/2024**

Santa Fe, NM 87501

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

USPS TRACKING #

9590 9402 5883 0038 0555 99

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Santa Fe
200 Lincoln Ave
Santa Fe N.M. 87504
Anthony MAESTAS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Miriam Lethgoensen
614 Paseo de Peralta
Santa Fe N.M.
87501

4-24-24

9590 9402 5883 0038 0555 99

2. Article Number (Transfer from service label)
7013 0600 0000 5934 2028

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

M. Leth-Espensen
4/13/24

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

City of Santa Fe

0654

P.O. Box 909, Santa Fe, New Mexico 87504-0909

HISTORIC PRESERVATION DIVISION / NOTICE OF VIOLATION

☒ City Initiated ☐ Citizen Complaint

NAME: / PHONE:

ADDRESS:

DESCRIPTION

Unapproved coyote fence at place of residence

NEEDS Approval from Historic Preservation and construction permit

MAY result in fines and court appearance

Historicpreservation@santafenm.gov

NAME OF VIOLATOR: PHONE:

ADDRESS: 614 Paseo De Peralta

☒ 14-3.10 construction	Building Permits	☐ 14-8.10 (H) (19)	Permits Required (Signs)
☒ 14-8.5	Walls and Fences	☐ 14-8.10 (H) (23)	Sandwich Signs; Prohibition
☐ 14-8.10	Signs	☐ 14-8.10 (H) (29)	Price Reduction Signs
☐ 14-8.10 (A)	Applicability (Signs)		
☐ 14-8.10 (H)	Special Sign Regulations in the Historic Districts		
☐ 14-8.10 (H) (4)	Prohibited Locations		
☐ 14-8.10 (H) (12)	Signs; Awnings, Flags, Banners		
☐ OTHER	You are in violation of the following City Ordinance:		

NOTICE OF VIOLATION

HPE01.indd 06/09

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. **"Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a seperate offense, except where otherwise provided."**

DATE: 2/23/24 TIME: 14:11 ☐ AM ☒ PM

REINSPECTION DATE: 3/8/24 INSPECTOR Anthony MAESTAS

PHONE NO.: 505-955-6577


PRIVATE PROPERTY
FOR THE EXCLUSIVE USE
OF 618 PASEO DE PERALTA
NO PUBLIC ACCESS
NO ENTRANCE TO
614 PASEO DE PERELTA



YARN

MCCULLEY, LANI J.

From: LAMBOY, HEATHER L.
Sent: Monday, December 2, 2024 7:37 PM
To: MOORE, MARGARET; MOQUINO, GARY S.; MCCULLEY, LANI J.
Subject: FW: Your facts differ from my client's 614 Paseo de Peralta

Follow Up Flag: Follow up
Flag Status: Flagged

Hi all,

I think we need to provide some background on the red-tag process and how Ms. Leth-Espensen has been a scofflaw. That is an important point to share with the HDRB. Please see below.

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: LAMBOY, HEATHER L.
Sent: Monday, November 4, 2024 12:25 PM
To: Stefanie Beninato <info@nmmediate.com>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J. <kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: RE: Your facts differ from my client's 614 Paseo de Peralta

Hi Stefanie,

This is the link that I was referring to – the file size was too large to send via email.

Here's the attachment as a link for your review:
Citations and Photos 614 PdP.pdf

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

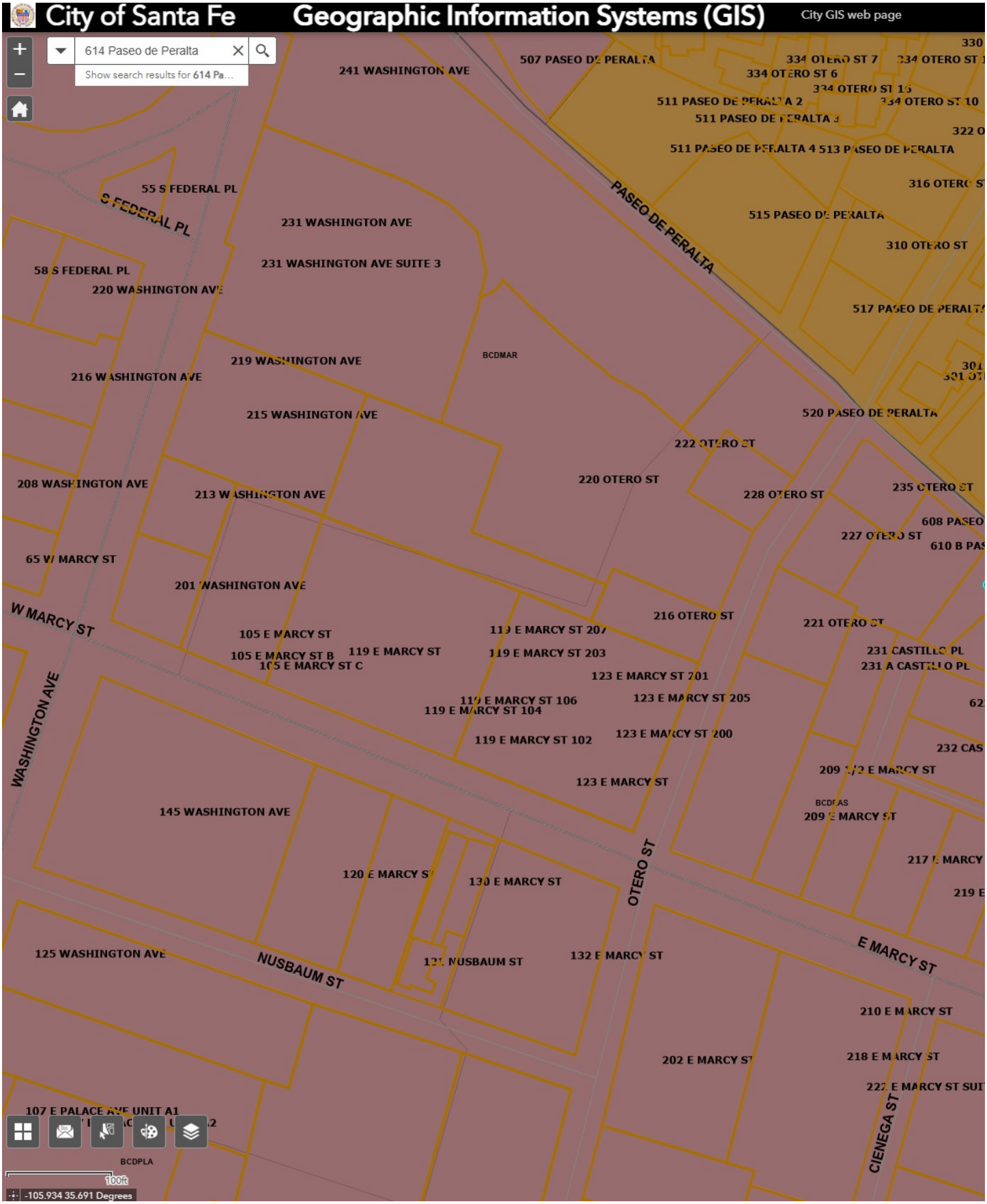
CITY OF SANTA FE
PLANNING & LAND USE

From: LAMBOY, HEATHER L.
Sent: Wednesday, October 30, 2024 5:51 PM
To: Stefanie Beninato <info@nmmediate.com>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J. <kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: RE: Your facts differ from my client's 614 Paseo de Peralta

Good afternoon, Stefanie,

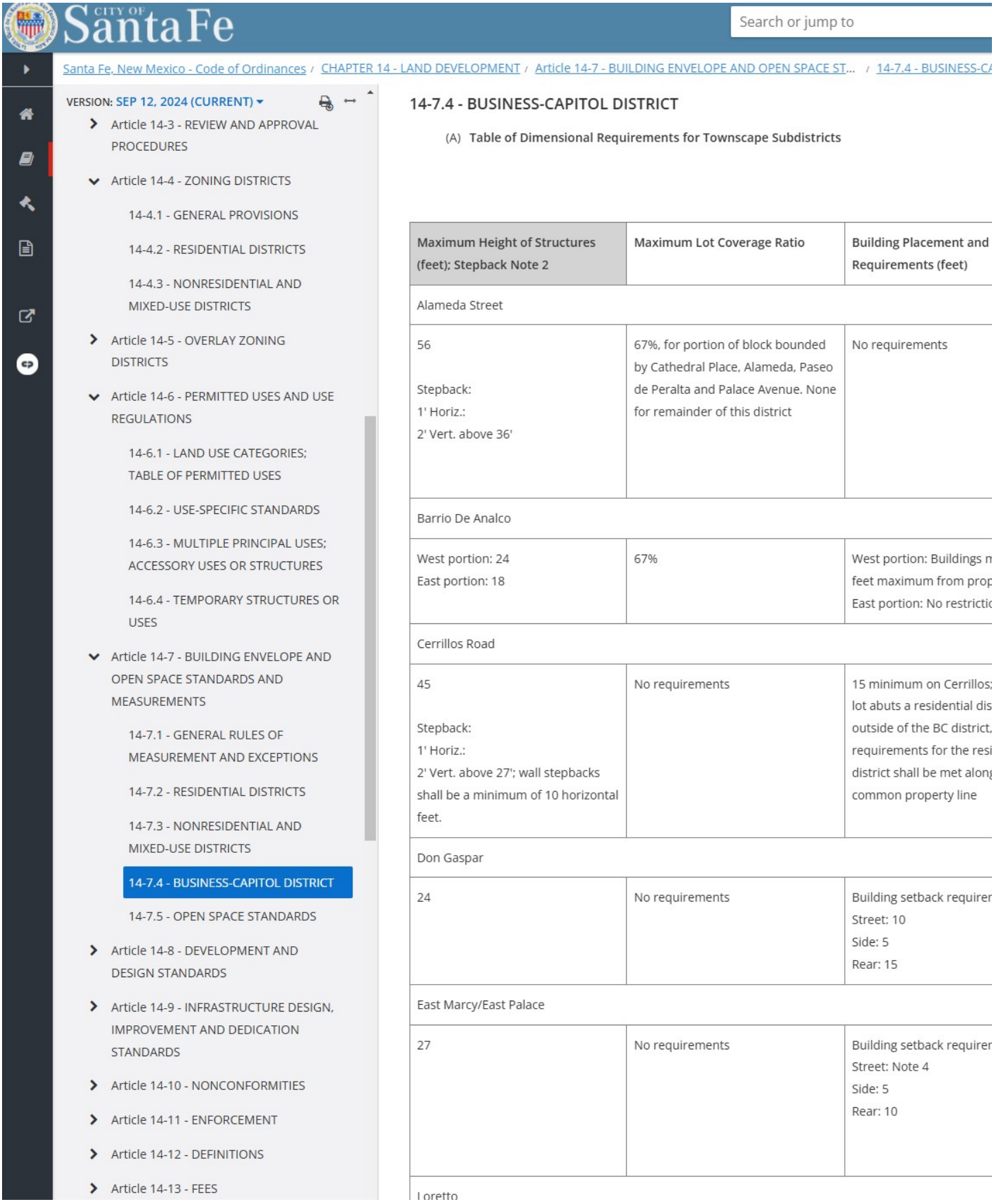
The property was red tagged by Kevin Smith, a citation was given by Anthony Maestas, and finally a citation referring the matter to court was issued (please see file link below with the paperwork).

While Paul may have assisted Ms. Leth-Espensen with scanning some paperwork, she did not do anything further. The first step is to obtain a preliminary zoning review (PZR) to assure that the proposed use and height is permitted in the zone district. The Code reference that Ms. Clouser cited has to do the with Business Capitol District (BCD) zone district standards. We do not accept an application without the PZR form, as that communicates that Current Planning has reviewed the proposal and that there are no zoning issues. The map below is from the City's Geographic Information Systems (GIS) zoning map, a link to which can be found on the City's website: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=8cbbefaf87d44d99b4f379564e9f3c83. On a related matter, the Girls Inc property is in an R-2 zone district and not subject to the same standards as the East Marcy/East Palace BCD subdistrict.



As you can see, the subject property is in the Business Capitol District. The subdistrict is East Marcy/East Palace. The BCD has many subdistricts which reflect the unique character of each district; for example,

a subdistrict for the Capitol campus, Cerrillos Road, Don Gaspar, etc. The table of dimensional standards for the BCD Zone District can be found in Section 14-7.4(A) SFCC 1987. https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE_ART14-7BUENOPSPSTME_14-7.4BUPIDI



14-7.4 - BUSINESS-CAPITOL DISTRICT

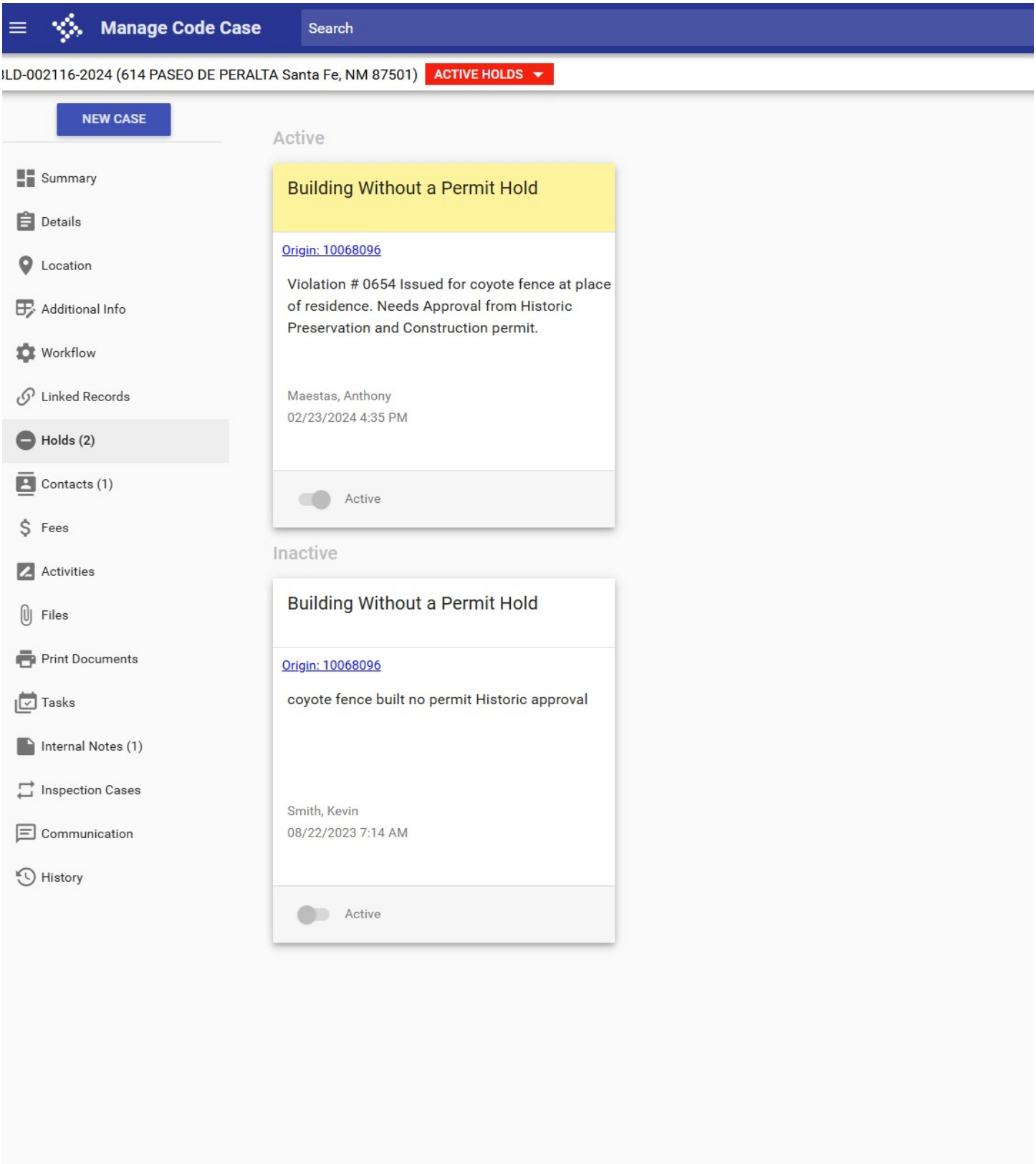
(A) **Table of Dimensional Requirements for Townscape Subdistricts**

Maximum Height of Structures (feet); Stepback Note 2	Maximum Lot Coverage Ratio	Building Placement and Requirements (feet)
Alameda Street		
56 Stepback: 1' Horiz.: 2' Vert. above 36'	67%, for portion of block bounded by Cathedral Place, Alameda, Paseo de Peralta and Palace Avenue. None for remainder of this district	No requirements
Barrio De Analco		
West portion: 24 East portion: 18	67%	West portion: Buildings n feet maximum from prop East portion: No restrictic
Cerrillos Road		
45 Stepback: 1' Horiz.: 2' Vert. above 27'; wall stepbacks shall be a minimum of 10 horizontal feet.	No requirements	15 minimum on Cerrillos; lot abuts a residential dis outside of the BC district, requirements for the resi district shall be met alon common property line
Don Gaspar		
24	No requirements	Building setback requirer Street: 10 Side: 5 Rear: 15
East Marcy/East Palace		
27	No requirements	Building setback requirer Street: Note 4 Side: 5 Rear: 10
Loretto		

Ms. Leth Espensen was originally given a red tag by Kevin Smith (our Zoning Inspector) in August 2023 and January 2024. Anthony Maestas issued a citation on February 23 noting that Ms. Leth-Espensen had

not submitted an application and had not removed the fence. Anthony reinspected on April 26 and the fence remained and yet no application had been submitted. That is when Anthony referred this issue to municipal court. Since then, Assistant City Attorney Kyle Hibner has been processing this case. When the fence was originally constructed in August 2023 Constituent Services received a complaint from a community member, which was investigated and as a result the red tag issued.

Here is a snip from our computer system documenting dates:



We do try to work with applicants so they can come into compliance with the Historic Districts Ordinance. Over the past year, there have been several interactions with Ms. Leth-Espensen with staff as well as with the attorney at municipal court. Mr. Hibner shared with me that the judge most recently requested that Ms. Leth-Espensen make application to the City. As of yet, all that we have processed is a PZR. Even if the Historic Districts Ordinance permits a higher height, the underlying zoning permitted

height of 4 feet still applies; therefore, a variance to the height permitted by zoning (4 feet) will need to be reviewed and acted on by the Board of Adjustment. If a variance is granted, then the Historic Districts Review Board may then review the case.

Finally, you will find the application for a variance on this web page: https://santafenm.gov/land-use/current-planning/application-forms-and-fees.

Here's the attachment as a link for your review:
Citations and Photos 614 PdP.pdf

I hope this helps your understanding of the process and Code standards.

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: Stefanie Beninato <info@nmmediate.com>
Sent: Wednesday, October 30, 2024 9:04 AM
To: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J.

<kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: Your facts differ from my client's 614 Paseo de Peralta
Importance: High

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.

Heather Apparently my client and her son have a difference of opinion with your staff. I don't see Paul Duran's name on this thread. He is the one who on 1 March 2024 sent Miriam's application in—I believe he helped her scan the documents. See email below
It should be noted that Ms Clousure is citing fence heights for E Marcy and E Palace. This property is not located on either street. It is located on Paseo de Peralta. There is a 4 ft 8 inch picket fence at 618 visible from the street.
Also Ms Leth-Espensen is adamant that her fence was never redtagged. I am not surprised since there are people in my neighborhood who have been reported for unpermitted work and NEVER redtagged such as at 1008, 1023, 1025 Don Diego and 1030 Don Cubero.
My goal is to move this case to a resolution so Ms Leth-Espensen can live there safely.
What is the next step? I would like a clear pathway to resolution—no changes seven months later…like going to BOA instead of Historic…
If it is really necessary to go to the BOA, why was your staff ready to schedule this for a HBoard meeting? Really it seems even with digitalized files the right and left hands in your dept do not know what the other is doing. Please send all necessary applications today to avoid even more delay. I have submitted the PZR application; perhaps you can find the 1 March 2024 H Board application or I can submit a new one. Otherwise please send correct application for variance with instructions.
Thank you
Stefanie Beninato

---------- Forwarded message ----------
From: Robert Kohn <rkohn@outlook.com>
To: Stefanie Beninato <info@nmmediate.com>
CC: Miriam Leth-Espensen <miriamsf@me.com>
Subject: FW: 614 Paseo del Peralta Historic Districts Application
Date: Tue, 29 Oct 2024 23:45:59 +0000
Message-ID: <BL0PR02MB3700C0CD36EF0D5B3F6804D3AC4B2@BL0PR02MB3700.namprd02.prod.outlook.com>

Dear Stefanie,

It is wrong for Heather Lamboy to say that Miriam supposedly caused delays because she supposedly "has not formally applied for a permit." (As stated by Ms. Lamboy in her email sent to lots of people on Oct. 28, 2024.)

Miriam applied for a permit on March 1, 2024. (Please see below.) Would you please consider noting this fact to Ms. Lamboy and her colleagues?

Thank you,
-Rob

From: Miriam Leth-Espensen <miriamsf@mac.com>
Date: Saturday, April 20, 2024 at 8:05 AM
To: Robert Kohn <rkohn@outlook.com>
Subject: Fwd: 614 Paseo del Peralta Historic Districts Application

Sent from my iPhone

Begin forwarded message:
From: Miriam Leth-Espensen <miriamsf@me.com>
Date: March 1, 2024 at 5:02:09 PM MST
To: "DURAN, PAUL A." <paduran@santafenm.gov>
Subject: Re: 614 Paseo del Peralta Historic Districts Application
Thanks for all your help.
Enjoy the week-end.
Miriam
Sent from my iPad

On Mar 1, 2024, at 4:16 PM, DURAN, PAUL A. <paduran@santafenm.gov> wrote:

Hi Miriam,

Attached is the historic districts application. I have sent a copy to the hpdsubmittal@santafenm.gov<mailto:hpdsubmittal@santafenm.gov>

Thank you for coming in today and have a great weekend,

Paul
<614 Paseo Del Peralta.pdf>

From: Stefanie Beninato [mailto:info@nmmediate.com]
Sent: Tuesday, October 29, 2024 5:30 PM
To: 'hllamboy@santafenm.gov'
Cc: 'info@havephd-willtravel.com'; 'cavenditti@santafenm.gov'; 'daesquibel@santafenm.gov'; 'gsmoquino@santafenm.gov'; 'kjhibner@santafenm.gov'; 'reclouser@santafenm.gov'
Subject: New Requirement for 614 Paseo de Peralta

LAMBOY, HEATHER Thank you for city's history of the case. Would you cite the ordinance re BCD height variations by variance? And also what zone is Girls Inc in since it just got an exception to raise the height of its coyote fencing beyond what is allowed by the HBoard. Same concerns as Ms Leth-Espensen.
Thank you
Stefanie Beninato

L. writes:

> Hi Stefanie,
>
> Many of the delays have been caused by Ms. Leth-Espensen. She has not
> formally applied for a permit even though the preliminary contact was
> months prior to Ramon leaving (the meeting was held on September 14,
> 2023). When he did not get timely responses from her, I even reached out
> to Eric Sommer as he was present at the initial meeting.
>
> As she has not done her due diligence, the zoning standards were not
> reviewed until this point. Previously we have only discussed the project
> as it relates to the height standards, preservation and design standards
> of the Historic Districts Ordinance. Chapter 14 clearly states the
> following: Section 14-5.2(A)(5):
>

> (5)Zoning District Regulations
> The property in an historic district shall be subject to the
> requirements, uses, and other regulations of the zoning district of which
> the property is a part, except for height as regulated in Subsection 14-5.2(D).
>
> Typically, the permitted height according to the Historic Districts
> Ordinance is lower than the permitted zoning district height. In this
> case, the BCD standards apply in addition to the Historic Districts
> Ordinance. The only body permitted to vary dimensional standards as set
> forth by the zone district is the Board of Adjustment. If she wants to
> maintain the current height, a variance will be required first and then
> the Historic Districts review board may approve this case.
>
> I am sure that you know that a non-conforming condition (the height of
> the fence she replaced) may not be created again with new construction.
> The non-conforming condition was removed with the removal of the previous fence.
>
> I have included a copy of the email correspondence that Gary and I sent
> to Ms. Leth-Espensen in September 2024 outlining the application process,
> which included the statement that she should apply for her PZR immediately.
>
> Finally, Ms. Leth-Espensen has regularly removed the red tags from the
> fence, which is not permitted according to Code. She has been severely
> deficient in her response to the red tags and citation.
>
> Sincerely,
>
> Heather L. Lamboy, AICP
> Director, Planning & Land Use Department
> 200 Lincoln Ave, Box 909
> Santa Fe, NM 87505
> (505) 470-5281
>
>
>
>
> -----Original Message-----
> From: info@swguides.com <info@swguides.com>
> Sent: Monday, October 28, 2024 10:11 AM
> To: CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
> Cc: info@havephd-willtravel.com; LAMBOY, HEATHER L.
> <hllamboy@santafenm.gov>; VENDITTI, CARLY A. <cavenditti@santafenm.gov>;
> ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>
> Subject: Re: 614 Paseo de Peralta PZR status
>
> 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.
>
>
> CLOUSER, REBEKAH The client is asking for an exception to the Historic
> standards. She does not want the fence to the accepted height of 4 ft 8

> inches. That is on the PZR application.
> Please can we go forward? This case has been open for over a year and
> delayed because of alleged staff shortages etc. Now it seems that you
> all are not in the loop on why this case is going to Historic.
> Thank you
> Stefanie Beninato
>
>
>
> E. writes:
>
>> Good Morning,
>>
>> Staff has received your legal lot of record for the property.
>> Per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape
>> Subdistricts for East Marcy/ East Palace "Walls, fences, and hedges
>> permitted to maximum of 4 feet."
>> Please lower the proposed fence height to 4'.
>>
>> Thanks,
>> Rebekah Clouser
>> City of Santa Fe Land Use
>> Land Use Planner
>>
>>
>> The City of Santa Fe is initiating a review and update of the Land
>> Development Code, and invites you to participate!
>> Please visit http://www.santafeldcupdate.org/ to learn more, take our
> survey and join the mailing list.
>>
>>
>>
>> -----Original Message-----
>> From: info@havephd-willtravel.com <info@havephd-willtravel.com>
>> Sent: Friday, October 25, 2024 1:48 PM
>> To: VENDITTI, CARLY A. <cavenditti@santafenm.gov>
>> Cc: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>; CLOUSER, REBEKAH E.
>> <reclouser@santafenm.gov>
>> Subject: Re: 614 Paseo de Peralta PZR status
>>
>> 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.
>>
>>
>> VENDITTI, CARLY On Wednesday Dan Esquibel contacted you and sent you
>> verification of the legal lot of record status for 614 Paseo de Peralta.
>> Since that is the only item you pointed out as missing, I was
>> expecting the review to be approved shortly after you received that
>> confirmation. I am trying to make the 28 Oct deadline for the HBoard.
>> Please advise me of status of PZR Thank you Stefanie Beninato
>>

>>
>> A. writes:
>>
>>> Good morning,
>>>
>>> The PZR for 614 Paseo de Peralta is currently incomplete, please
>>> submit legal lot of record for the property so we may move forward with our review.
>>> https://sant/
>>> afenm.gov%2Fland-use%2Flegal-lot-of-record&data=05%7C02%7Creclouser%4
>>> 0
>>> santafenm.gov%7C34c15c891c784dc8bdc308dcf52dfb6a%7C77b69f5a55ed436386
>>> 1
>>> 64867b0bc707f%7C0%7C0%7C638654825426728306%7CUnknown%7CTWFpbGZsb3d8ey
>>> J
>>> WIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C600
>>> 0
>>> 0%7C%7C%7C&sdata=dermLbR4exoKYs4BNzN4W09%2BMFa%2FvrZrOHvdYPPJ%2F58%3D
>>> &
>>> reserved=0
>>>
>>> Thank you,
>>> Carly
>>>
>>> Carly Venditti
>>> Senior Planner
>>> City of Santa Fe
>>> cavenditti@santafenm.gov
>>> Cell: 505.795.0675
>>> Office: 505.955.6656
>>>
>>>
>>> [cid:17ece933-1a05-43f1-9654-eb3fc77f0440]
>>>
>>> The City of Santa Fe is initiating a review of the Land Development
>>> Code, and invites you to participate!
>>>
>>> Please visit
>>> http://www/.
>>> s%2F&data=05%7C02%7Chllamboy%40santafenm.gov%7Ca5c2b9bfcbf24b758eec08
>>> dcf76b1bcc%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C6386572872632
>>> 86508%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJ
>>> BTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=jhy2ioRmUsp5%2BQqN
>>> vBZLbLDgPVJm7UK9bCJtjwxufsk%3D&reserved=0
>>> antafeldcupdate.org%2F&data=05%7C02%7Creclouser%40santafenm.gov%7C34c
>>> 1
>>> 5c891c784dc8bdc308dcf52dfb6a%7C77b69f5a55ed436386164867b0bc707f%7C0%7
>>> C
>>> 0%7C638654825426743191%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLC
>>> J
>>> QIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=Tb
>>> G
>>> O6AKFHSqIbAt55Ov5CQRoLHsH0iIzDtjkSdn7zXk%3D&reserved=0<https://gcc02.

>>> safelinks.protection.outlook.com/?url=https%3A%2F%2Fgcc02.s%2F&data=0
>>> 5%7C02%7Chllamboy%40santafenm.gov%7Ca5c2b9bfcbf24b758eec08dcf76b1bcc%
>>> 7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638657287263304651%7CUnk
>>> nown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haW
>>> wiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=7pfnAj0cZPawwugsCH1mUmWSELtmU
>>> x3MoYBxAYQ19gc%3D&reserved=0
>>> afelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.santafeldcupdat
>>> e
>>> .org%2F&data=05%7C02%7Creclouser%40santafenm.gov%7C34c15c891c784dc8bd
>>> c
>>> 308dcf52dfb6a%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C6386548254
>>> 2
>>> 6753194%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiL
>>> C
>>> JBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=p2T6XjYU0HokSyQYZ
>>> 1 OSGTZOY8yxAQK7dG%2F0%2BZwJuT8%3D&reserved=0>
>>> to learn more and join the mailing list.
>>>
>>> _____
>>> From: Stefanie Beninato <info@nmmediate.com> on behalf of
>>> info@havephd- willtravel.com <info@havephd-willtravel.com>
>>> Sent: Saturday, October 19, 2024 4:41 PM
>>> To: Land Use Zoning Counter <zoningcounter@santafenm.gov>
>>> Subject: 614 Paseo de Peralta preliminary zoning review work sheet
>>>
>>>
>>> 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.
>>>
>>>
>>> Attached please find preliminary zoning review work sheet for 614 Paseo de Peralta.
>>>
>>> The owner built the fence based on bad advice of a contractor and is now seeking a permit.
>>>
>>> Photo attached shows already existing fence that is part of the subject of the permit.
>>>
>>> If you need anything else to complete the application, please let me know.
>>>
>>> I would like to help the owner move forward-she has been working on
>>> resolving the issue for over a year now.
>>>
>>> Thank you.
>>>
>>> Stefanie Beninato
>>>
>>> Agent for Miriam Leth-Espensen
>>>
>>> 505 988 8022
> Stefanie Beninato
> PO Box 1601
> Santa Fe, NM 87504

> 505 988 8022
>

EXHIBIT D-3

1 October 2024

Historic Design Review Board

Proposal Letter

Coyote Fencing at 614 Paseo de Peralta

The owner mistakenly put up a 5ft 8 in coyote fence based on the advice of the contractor (FabianNava) who installed the fence.

It is made of wood coyote fencing approximately 2 inches in diameter. The frame is 2 3/8 steel vertical bars placed every 4 feet and 1 inch steel pipes for the cross bracing at top and bottom of fence. Bracing is on the inside of the fence as it faces the street. The vertical bars are placed in 2 ¾ inch steel pipes in the ground. On the W side, there is 15 ft of coyote fencing starting at the corner of Paseo de Peralta that is connected by a 5 ft extension to the residence. The elevation drops sharply at this point on the W side. The fence extends the 35 ft length of the property facing Paseo de Peralta with a white-painted, three-foot wide, solid wood gate with a curved top placed approximately midway down that line. The fence then angles behind a utility pole and extends another 60 feet with the elevation dropping at approximately 20 ft from the street. There is a second gate at the lower elevation just where the elevation change occurs on the E side. The fence runs approximately 36 ft past the gate on the E side and attaches to the pre-existing coyote fencing on the lower part of the property. The fence is partially hidden on the E side by the existing picket fence on the neighboring property. Other than the top, it is not visible approximately 20 feet from the street on the E side because of the elevation change.

614 Paseo de Peralta
Miriam Leth-Espensen, owner

REQUEST FOR AN EXCEPTION TO FENCE HEIGHT
Historic Districts and Historic Landmarks
Height, Pitch, Scale, Massing, and Floor Step backs Exception Criteria

(i) Do not damage the character of the streetscape

Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. There are 8 and 10 ft retaining walls less than half block away at the intersection of Paseo and Otero (NW and NE corners) and several coyote fences across the street.

(ii) Prevent a hardship to the applicant or an injury to the public welfare

Response: The owner is and has been a full time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks—the Cross of the Martyrs and the Tommy Macione park.
The owner had replaced a blue wood fence with a lower chain link fence that supported the older wire fencing in 2003. However with the increase in trespass and robbery at her residence, the owner felt her only recourse was to replace the damaged wire fencing with a fence made of stronger material that will deter unwanted entries.
The coyote fencing will be also be easier to maintain given the heavy barrage of salt that it gets in the winter due to the location of the residence at a curve and its extreme proximity to Paseo

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts

Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. The increased height will allow the continued use of the structure as a residence since it will increase the owner's personal safety and decrease maintenance costs.

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape

Response: Other structures have more setback from the street. This lot lost most of its setback when Paseo de Peralta was created in the 1960s. Additionally this

614 Paseo de Peralta Murami letter - Espensen
Request for Exception

structure is the only one that still serves as a live work space which has been the historic use of these homes since the 1960s.

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant

Response: The owner is not responsible for the rise in property crime and drug use. Her property is located near two parks which at times serve as magnets for these types of behavior

(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1)

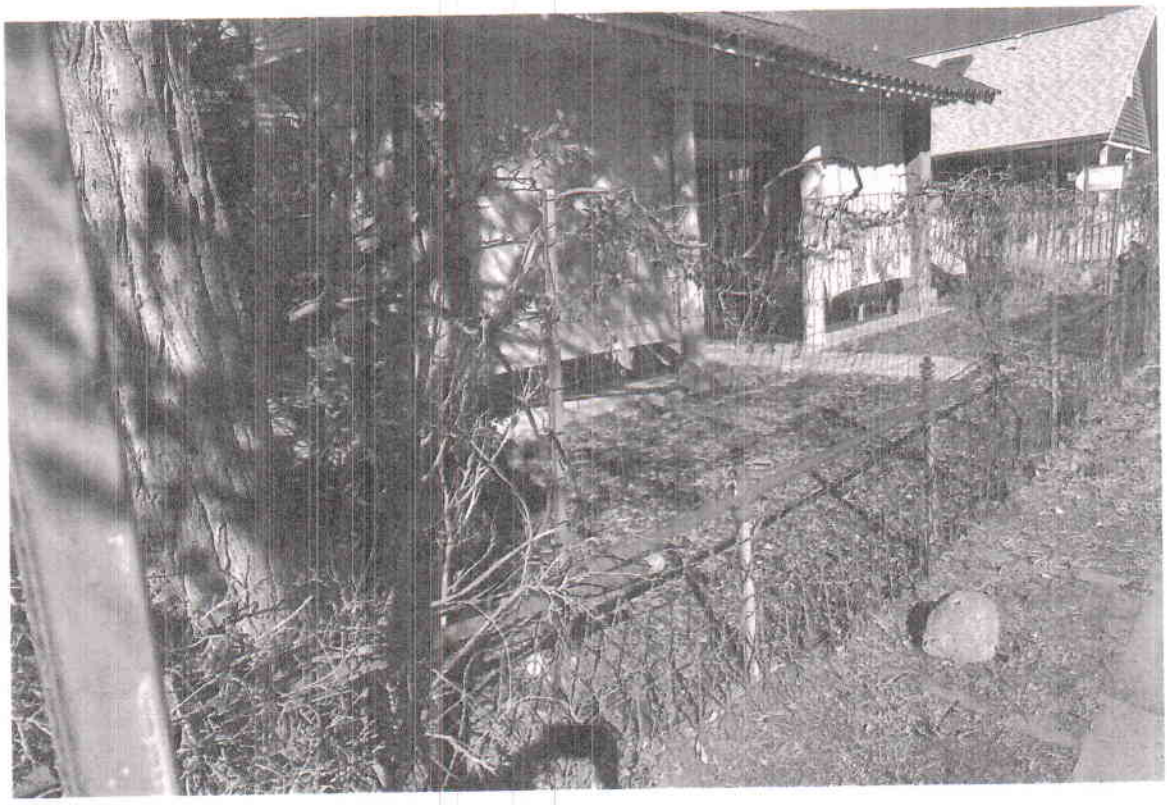
Response: The owner understood from the contractor that if she kept the fence below six feet, she would not need a permit. She deliberately kept the fence to 5ft 8 inches for its entire length whether on the street or on a side line. It is the minimum she feels will deter entry onto her property from Paseo. The type of material being used is compatible with the existing streetscape. There are fences and walls in close proximity that are or will be higher

614 Paseo de Peralta
Miriam Beth Espensen



Original fence in 1988 when I moved here

614 Acequia Madre
Miriam Leth-Espensen



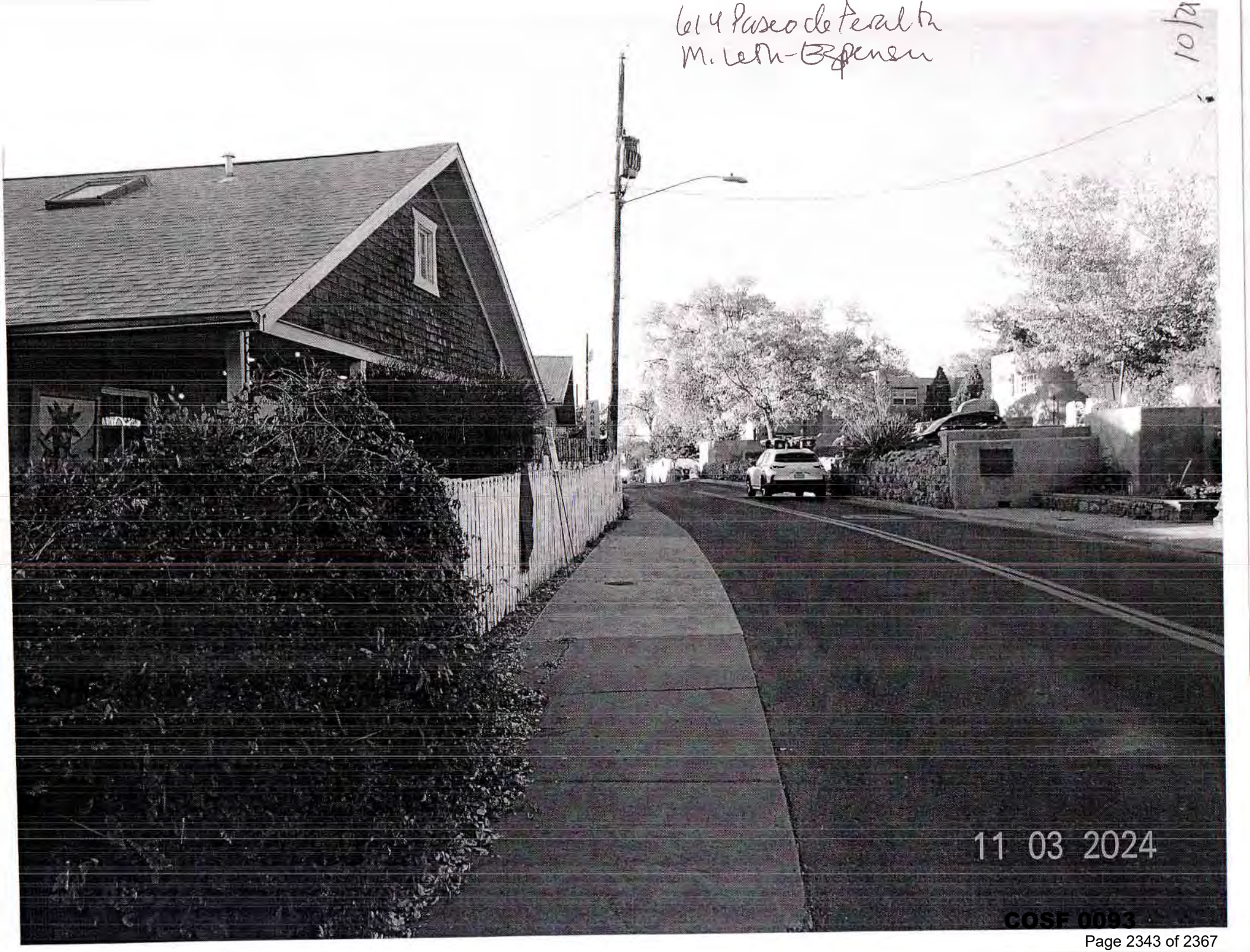
Original wire fence supported by newer wire fence behind

614 Paseo de Peralta
~~Exhibit IV~~

My new fence Miriam Leth
Espensen

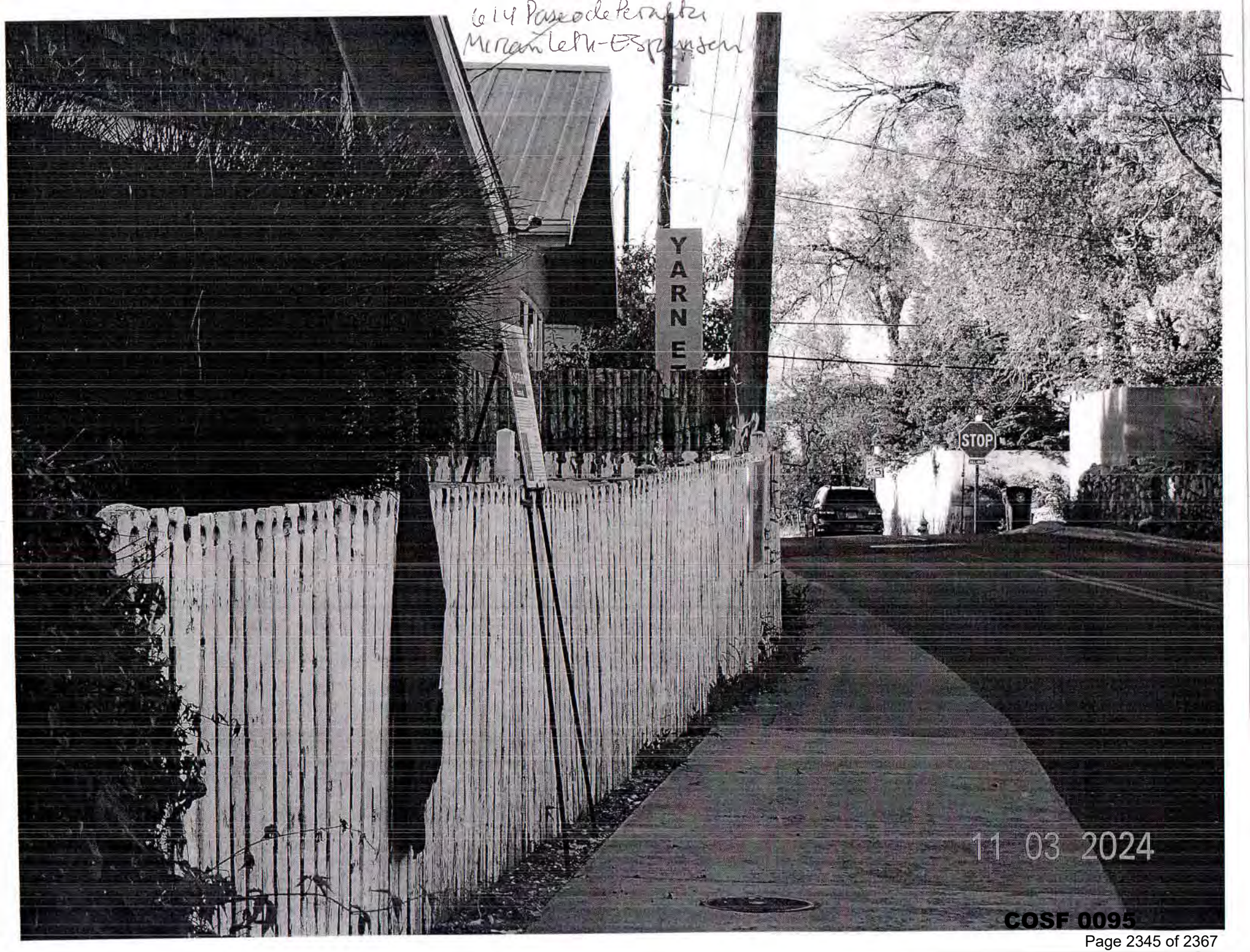
5' 8"




614 Paseo de Peralta
M. Lehn-Bjensen
11 03 2024


11 03 2024

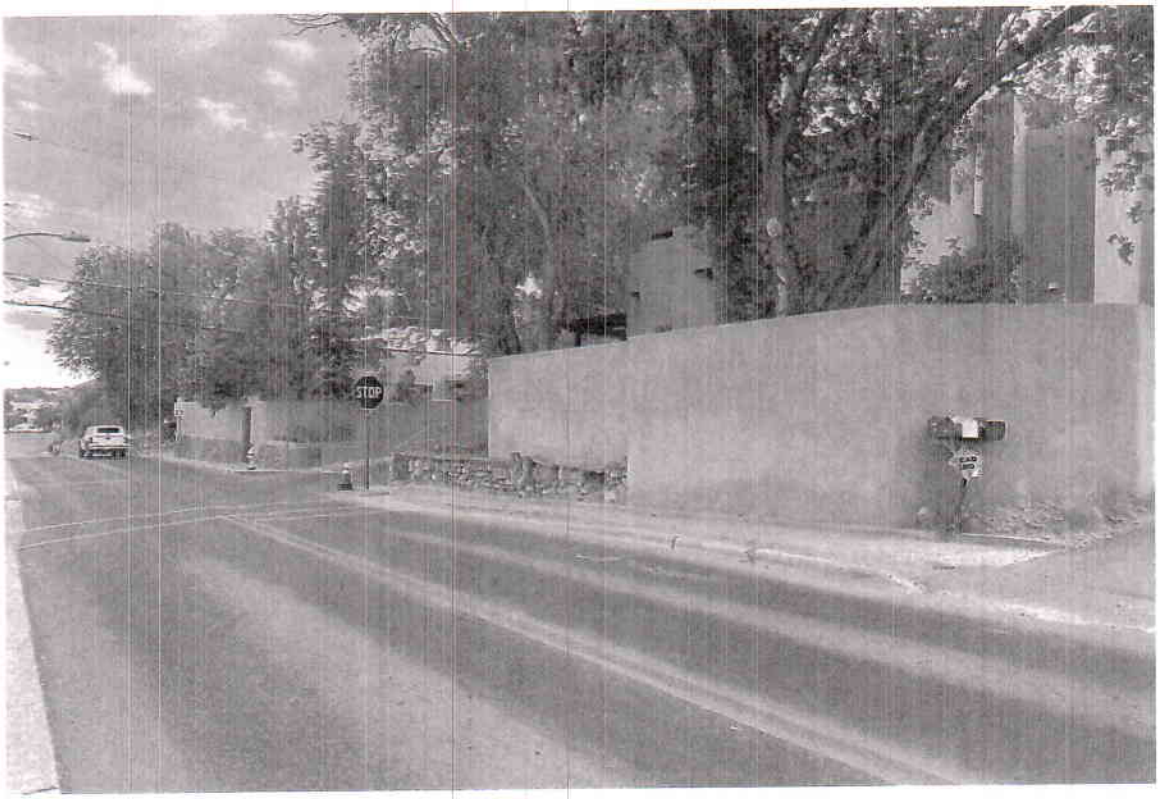
614 Paseo de Peralta
Miriam Leth-Espinosa




614 Paseo de Peralta
M. Loh-Bjensen
13/21
11 03 2024


614 Paseo de Peralta
M. Leth Espensen
11 03 2024

614 Paseo de Peralta
Miriam Lerner-Bspenden

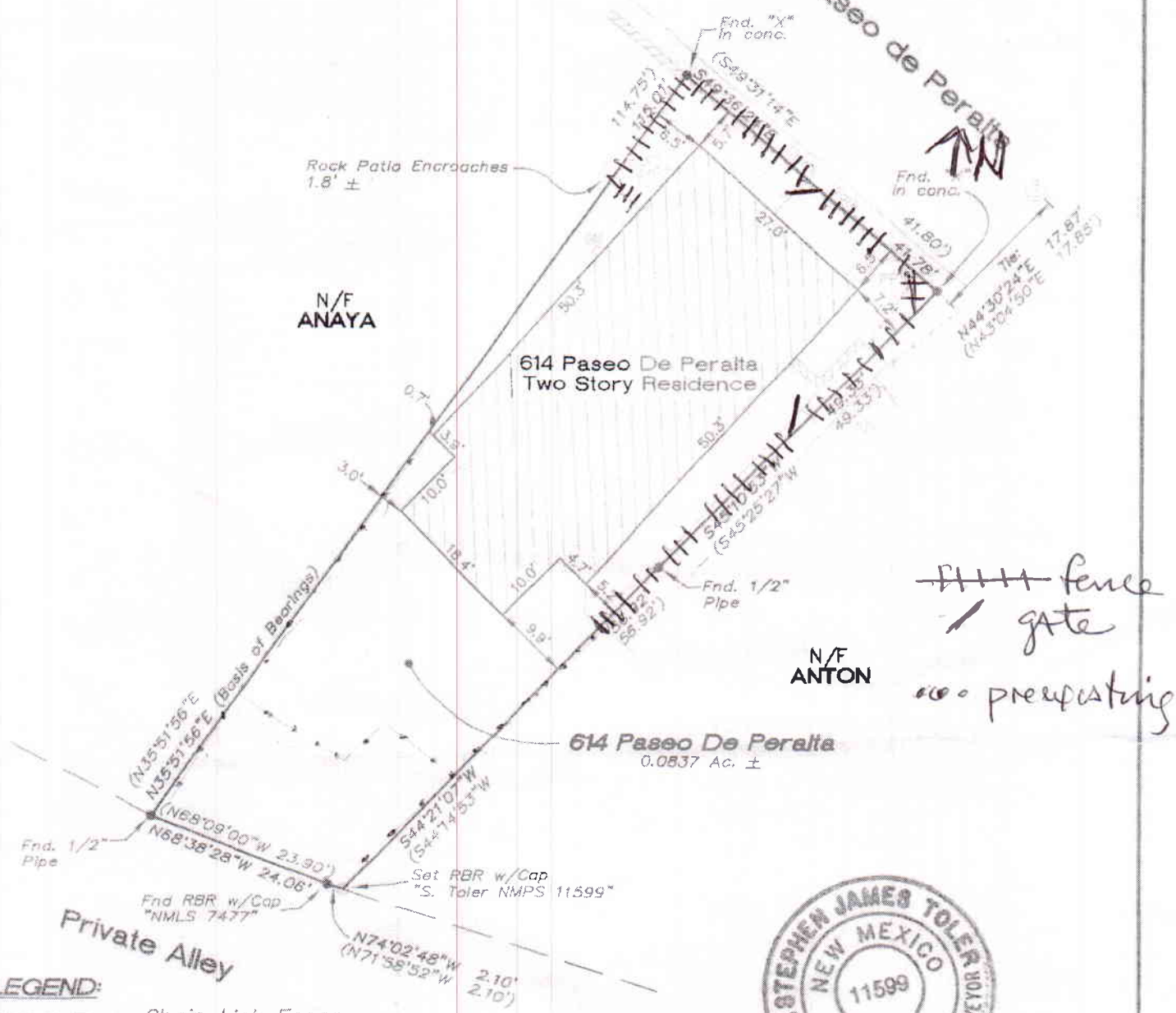


Concrete wall / corner of Peralta and Otero 10'

614 Paseo de Peralta
Existing + Proposed Site Plan (Already Built)

Boundary Survey Plat for
Santa Fe School of Weaving
Miriam's Well
Fine Arts Gallery

614 Paseo De Peralta
City and County of Santa Fe, New Mexico
July, 2003



fence
gate
pre-existing

STEPHEN JAMES TOLER
NEW MEXICO
11599
REGISTERED PROFESSIONAL SURVEYOR

LEGEND:

- = Chain Link Fence
- = Coyote Fence (EXISTING 2003)
- = Stucco Wall
- = Sanitary Sewer Manhole
- = Power Pole
- = Gas Meter
- = Found Monument as Noted
- = Set Monument as Noted

NOTES:

1.) Bearings shown hereon are referred to the westerly boundary of the subject property per the Plat of Survey of said property filed 2/26/87 in Book 171, Page 032 as Document No. 615,823.

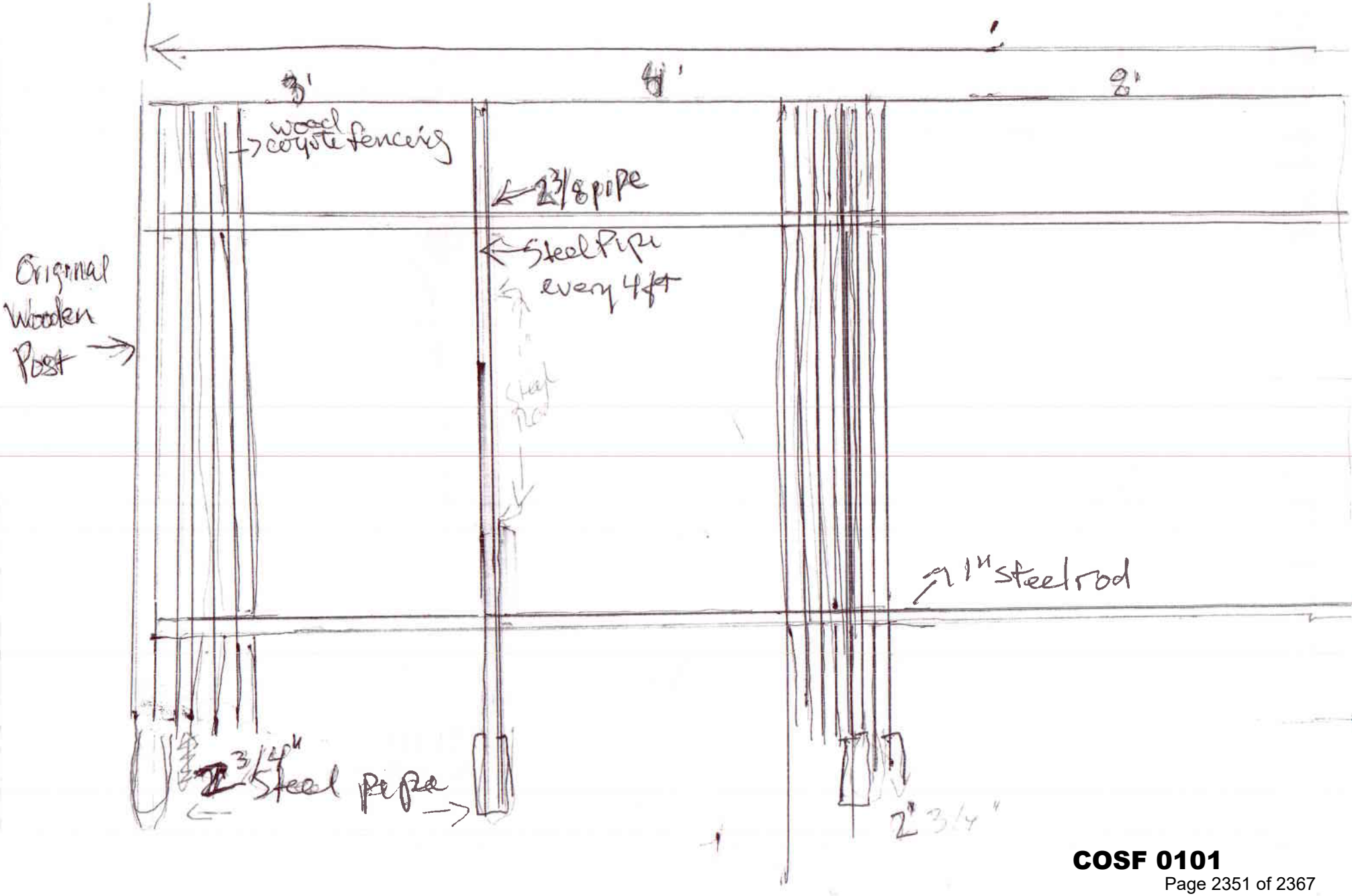


location map of fencing shown

Typical Fence Elevation (Inside View)

614 Paseo de Peralta

Miriam Leth-Espensen



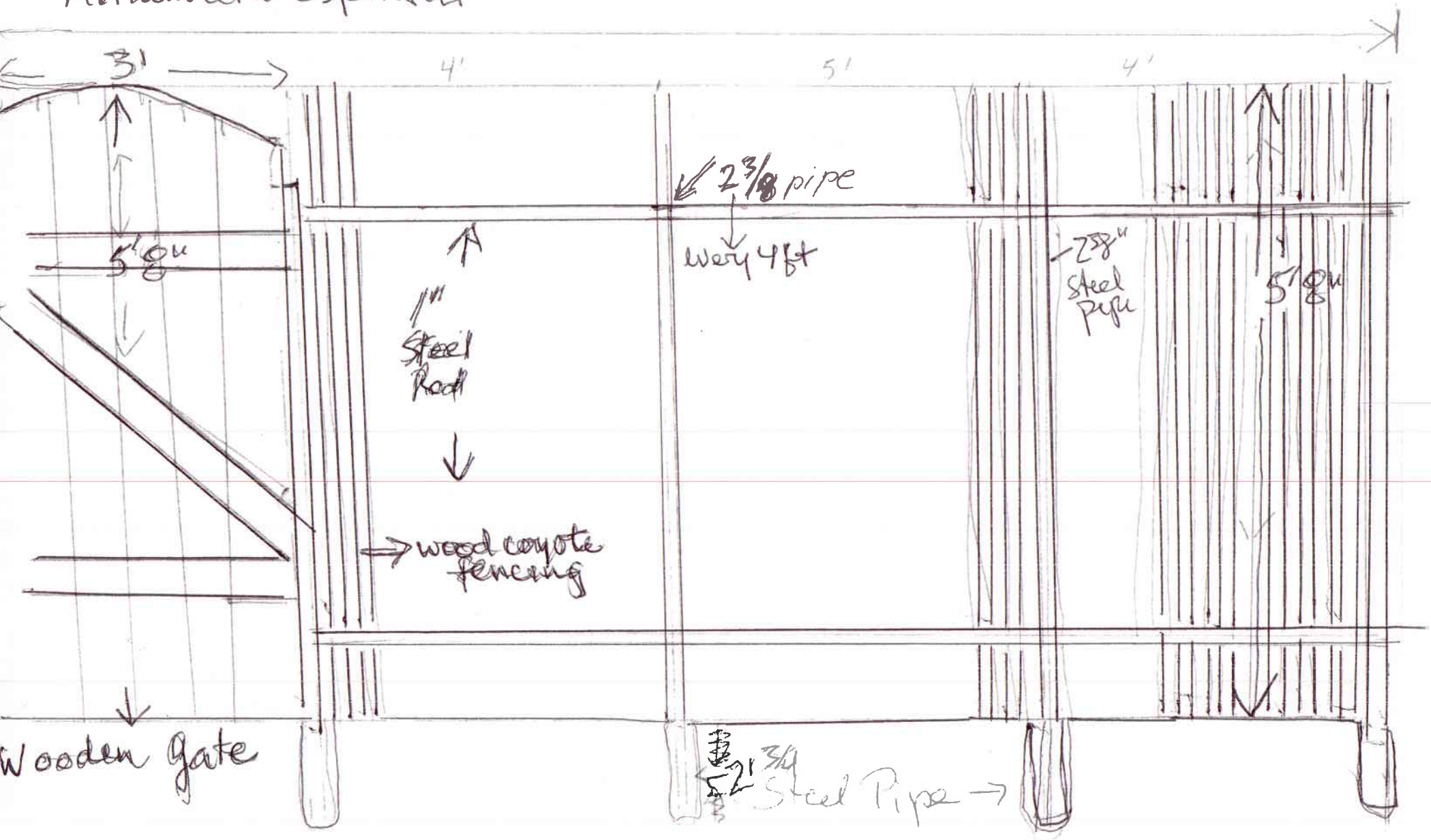
614
Paseo de Peralta

HDRB

19/21

Typical Fence Elevation w/ ~~Gate~~ (Inside View)

Merriam Leth-Espensen



letter from owner to planning staff

From: **Miriam Leth-Espensen** miriamsf@mac.com
Subject: The fence
Date: August 18, 2023 at 9:25 AM
To: Lani J. Mcculley ljmcculley@santafenm.gov
Cc: Miriam Leth-Espensen miriamsf@me.com

Good morning!
I couldn't fall asleep last night, till I remembered why I thought, I did not need a permit for the Peralta fence.
When I came in 1988, there was a wooden fence on my Peralta property, it was natural wood. After a couple of years the fence started to deteriorate, in part because when it snows and the city truck sprays salt on the street, it sprays the nasty salt mixture onto my fence. So, for a couple of years in the spring I would clean it off, and then I began painting it white to make it look nice. I finally had enough and thought that if I replaced it with a coyote fence, which I wouldn't have to paint.

I did go to the permit office to make sure that was ok, and I was told that as long as the new fence did not exceed the old one in hight, I did not need a permit. As it turned out I could not afford the coyote fence at the time with two kids still in college, so I opted for the cheap wire fence.
I don't remember exactly how many inches the wooden fence measured, but it was tall enough, so I didn't need curtains for privacy and similar in hight to the new fence.

The rules may have changed since that time, and I should have checked back. I apologize.
I hope everything will turn out okay, because in addition to aesthetics, I also have security concerns. In the second picture I sent you see a large police presence. There are regular 911 calls from this area. I myself had to call three times during COVID, and before that several times, including when I was robbed at by home.

Thank you for your help and consideration.

Miriam

614 Paseo de Peralta
Miriam Leth-Espensen owner
HDRB Application Supplement
TIME LINE ACCORDING TO OWNER's DOCUMENTATION

Ms Leth-Espensen (Miriam) hired Fabian Nava in August 2023 to build the fence. Nava, holding myself out as a licensed contractor, assured Miriam that she would not need a permit if the fence was under 6 ft tall. She chose to make it 5 ft 8 inches.

The first LUD meeting was with Eric Sommer who accompanied Miriam to the meeting, Lani McCullen, Ramon Sarason and one other member from zoning on 9/14/2024. Mr Mann, Miriam's neighbor, filed a complaint about the fence. This meeting was in response to the complaint. At that meeting Miriam was told by Lani that coyote fences visible from the street were not allowed in the Historic district and the only fencing in that area that would be allowed was a 4'6" white picket fence.

Anthony Maestas inspected the fence and told Miriam not to change the current fence without a permit because it would cause a lot of trouble. Miriam received 2 red tags by mail dated 2/23/24 and 4/17/24 from Mr. Maestas following his inspection. NO redtag was ever posted on the property and Miriam did not remove any redtag.

After the first redtag by mail, Miriam met with Paul Duran who helped her with the application form (Email 3/1/2024). The email from Mr. Duran indicates that a 48" coyote fence was ok without a permit and at that time he also told Miriam what documents to prepare for the application.
Mariam prepared the documents but was told by Mr. Duran not to bring them in until a planner was assigned and that a planner would be assigned shortly. 3/8/2024 email.

Miriam and her son Rob Kohn met with Gary Moquino on 5/15/2024 following her court appearance in municipal court when she pleaded not guilty to the criminal charge the city lodged against her for construction of the fence. Again Gary Moquino assured them a planner would be assigned shortly. Gary Moquino told them he could administratively approve a 6 ft high white picket fence.

Miriam hired Stefanie Beninato as her agent on approximately 9.26.2024 when there was no movement by the city to assign a planner and resolve this issue.

Beninato requested a planner for the case and followed up with the LUD (9/30/2024 email) on the matter and was assigned HDRB staff, Lani McCulley in the beginning of October 2024.

Beninato submitted the PZR on 10/21/2024 and was told on 10/23/2024 that the case would have to first go to the BOA and that dual approval was needed.

After speaking with Beninato on 11/1/2024, the LUD agreed to have the HDRB decide the case first and then send it to the BOA. The HDRB application was submitted on 11/11/2024

21/21

EXHIBIT D-4

WALL AND FENCE GUIDELINES
SANTA FE HISTORIC DISTRICTS

[ADOPTED 24 AUGUST 1999]

Purpose and intent: These guidelines are offered to promote continuity and harmony of design elements that comprise streetscape in the Santa Fe Historic Districts, including, but not limited to walls, fences, open space and landscaping and their connectivity to the primary structures(s) on the property and the physical character of the street or public façade of the property. These guidelines are consistent with the purpose and intent, and standards in the Historic Districts Ordinance [Section 14-70 SFCC 1987].

SCALE:

Walls should not extend for more than 50 feet in a single, horizontal plane without a plane change of at least one foot.

Wall heights should modulate a minimum of 8 inches, or one block course, at least every 25'.

Walls should include openings such as gates, windows and nichos at appropriate intervals.

Walls and fences in excess of 4 feet in height and having street frontage or visibility shall be brought to the HDRB for review and approval prior to submission for building permit review. Where there is a conflict between this guideline and the allowable height as calculated under Section 14-70.20 SFCC 1987, the latter shall prevail. [This supersedes the HDRB's 8/13/96 policy requiring the same for walls or fences in excess of 3 feet in height. It encourages the construction of lower privacy walls that still allow the structure on the site to make a contribution to the streetscape, and provide for a view shed into the property. This is recommended in response to the proliferation of inappropriately high yard walls that have been and are being constructed throughout the city's historic districts, causing an impact on the historic and visual character of the historic districts.]

Wall heights should be carefully regulated by the HDRB standards as calculable for the particular streetscapes [Section 14-70.20 SFCC 1987]; and should be restricted so as not to increase the allowable height for the streetscape by more than 20%.

Solid fences should be stepped back and modulated the same as walls.

Fences with fenestration, such as coyote fences, may continue in an unrestricted horizontal distance at the same height and in the same horizontal plane.

SETBACK:

Unfenestrated walls and fences (e.g. cedar stake, ponderosa slat) should setback from the front property line an average of 1 foot for every 10 feet of horizontal length of the wall. This could be accomplished in a single plane or with step backs as outlined above.

Open fences (e.g. wire and post, picket) or fenestrated fences (e.g. coyote) may be constructed without setback at the front property line, unless otherwise regulated by the underlying zoning.

Walls with openings comprising 20% of the surface area of a single plane may be constructed at the property line, unless restricted by the underlying zoning.

Side or rear walls or fences may be constructed at the property line as per that allowed by the underlying zoning.

Walls or fences within existing compounds should be restricted to privacy barriers to enclose courtyards, parking and private areas; and should be connected to and not extend more than 25 feet from the main structure. However, walls or fences should not be connected to significant structures. Desired connections may be made to significant structures by way of other means [e.g. Landscaping]. These treatments will help maintain traditional compound common elements, such as open space and the ability to communicate with neighbors, and therefore assist in the preservation of the character of existing compounds.

MATERIAL, TEXTURE AND COLOR:

Walls should be predominantly of the same material, texture and color as the main structure(s) to be located on the property, or may be of material indigenous or traditional for the area such as river rock, limestone, flagstone or slate.

Fences should be of the material, texture and color of fences typical of the existing streetscape or design vernacular if applicable to a particular H-District or streetscape.

GATES:

Vehicular gates should be permitted only at entrances to private driveways or compounds and set back in accordance with the underlying zoning.

Vehicular gating of subdivisions or other large-scale developments is strongly discouraged, and may be prohibited [See City of Santa Fe 1999 General Plan].

Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates.

LANDSCAPING (Suggested Options)

Walls and fences in excess of 50' in length should install landscaping along the exterior façade within the suggested setback or step back.

Landscaping on top of or over a wall is encouraged to provide for additional screening if desired from the interior of the property.

Terracing of walls is encouraged and should be landscaped.

The use of native, drought resistant plant material is encouraged in all wall, fence or terrace landscaping.

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

EXHIBIT E

PROJECT DESC: 2024-009478-HDRB, 614 Paseo de Peralta, Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5'-8" high coyote fence with pedestrian gates where the maximum allowable height is 4'-6". Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height.

CASE NUMBER: 2024-009478--HDRB

PROJECT TYPE: Remodel

LOCATION: 614 PASEO DE PERALTA
Santa Fe, NM 87501

CONTACTS:			
	Applicant	Leth-Espensen Trust	614 paseo de peralta SANTA FE, NM 87501-1957
	Property Owner/Builder	Leth-Espensen Trust	614 paseo de peralta SANTA FE, NM 87501-1957

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on Dec 10, 2024. The decision of the Board was to deny the application without prejudice finding the exception criteria have not been met for the application as submitted, citing the fencing material, the height, as well as the impact on the streetscape as the three primary concerns. A new application with a different design must be submitted within 90 days from the hearing date. The existing fence must be removed within 90 days.

For further information please call 505-955-6605.

Sincerely,

Lani McCulley

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

CODE CASE DETAILED REPORT Requests-001740-2023
FOR CITY OF SANTA FE

Case Type:	Constituent Requests	**Project:**		**Opened Date:**	08/17/2023
Status:	In Progress	**District:**	Council District 1	**Closed Date:**	NOT CLOSED
Assigned To:	Isabella Sharpe	**Description:**	CRM 18271: 614 Paseo de Peralta continues to build a fence (access behind Castillo Place) without a permit, survey or consideration of the Historic Board. The fence will also restrict & or stop our legal access to Paseo de Peralta. The workers will not acknowledge our concerns & say only doing what the owner wants. We already registered a complaint yesterday.		

Parcel:		**Address:**		**Zone:**	
10068096	Main	614 Paseo De Peralta Santa Fe, NM 87501	Main	BCDEAS (ZN: BCDEAS)	

Note	**Created By**	**Date and Time Created**
1. i have issued the owner a violation notice for the fence, also i have given her the contact information for the Historic District.	Kevin Smith	8/18/2023 6:58 am

EXHIBIT F



City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: BLD-002116-2024
Case Type: Building
Date Case Established: 01/11/2024
Compliance Deadline: 02/22/2024

Violation Notice

Owner: Leth-Espensen Trust

Mailing Address

Leth-Espensen Trust
614 paseo de peralta
SANTA FE, NM 87501-1957

Notice of Violation for the following location:

Address	Parcel
614 PASEO DE PERALTA Santa Fe, NM 87501	**10068096**

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ 0.63
Certified Fee	4.35
Return Receipt Fee (Endorsement Required)	3.45
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 8.43

SANTA FE NM 87501 JAN 12 2024 Postmark Here

Sent To: Leth - Espensen Trust
Street, Apt. No.; or PO Box No.: 614 Paseo de Peralta
City, State, ZIP+4: Santa Fe, NM 87501-1957

PS Form 3800, January 2001 See Reverse for Instructions

7002 0510 0003 6710 6901

HIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

(Printed Name) C. Date of Delivery

Received
JAN 16 2023

ddress different from item 1? ☐ Yes
r delivery address below: ☐ No

Stephen Bartels
NM Taxation & Revenue

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

elivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-0835

Case Number: **BLD-002116-2024**
Case Type: **Building**
Date Case Established: **01/11/2024**
Compliance Deadline: **02/22/2024**

Santa Fe, NM 87501

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: BLD-002515-2024

Violation Notice

Case Type: Building

Date Case Established: 04/11/2024

Compliance Deadline: 05/23/2024

Owner: Leth-Espensen Trust

Mailing Address

Leth-Espensen Trust
614 paseo de peralta
SANTA FE, NM 87501-1957

FILED
04/15/2024
SANTA FE
MUNICIPAL COURT
PO BOX 909
SANTA FE, NM 87504

Notice of Violation for the following location:

Address	Parcel
614 PASEO DE PERALTA Santa Fe, NM 87501	**10068096**

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 05/23/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

Anthony Maestas

City Copy
4/11/24

State of New Mexico City of Santa Fe **LAND USE CITATION**	The undersigned officer complains and says that	0951 Non-traffic citation

Defendant's Name: Miriam Lethespensen

Address: 614 Paseo De Peralta

City & State: Santa Fe New Mexico

Phone #: | Date of Birth: 10/19/1944

Social Security #: (If possible) | Place of Employment

Driver License #: 039095459 | State: N.M.

on Friday date 4/12/24 at 8:00 Am hrs.,

at (location) 614 Paseo De Peralta

did there and then commit the offense of:

(Common Name) Construction Permit ,

in violation of: ~~X~~ City Ordinance 14-3.11

Essential Facts Case # BLD-002515-2024

Unapproved construction at place of residence (fence)

No approval from Historic Preservation and no construction permit

Officer's Signature	Officer Printed Name	Phone #
[signature]	Anthony Maestas	505-955-6571

I acknowledge receipt of this notice and without admitting guilt agree to appear in: ☐ Municipal Court, 2511 Camino Entrada, Santa Fe, N M

on _____ date _____ at _____ am pm

Signature: Certified mail

EXHIBIT G

CITY OF SANTA FE HISTORIC PRESERVATION DIVISION
HISTORIC DISTRICTS APPLICATION

Applicant Information (to be completed by the Applicant)

Date: 3/1/2024 Location of Project: 614 Paseo de Peralta

Applicant

Name: Miriam Leth-Espensen

Phone: 505-918-8810 Email: miriam@me.com

Property Owner

Name: Miriam Leth-Espensen

Phone: 505-918-8810 Email: miriam@me.com

Proposed Work:

construction of a new fence

At a minimum these materials will be required in addition to this application form:

- Proposal letter stating the details of the scope of work.
- Site plan or map of the project area with the location of the work noted on the map.
- Photos of the current condition of the areas of work.
- Scaled floor plan and elevations if appropriate to your project.

Provide all information digitally to mgsargent@santafenm.gov . See the HPD webpage for detailed instruction. https://www.santafenm.gov/land-use/historic-preservation/hpd-procedures

Examples of Maintenance and Repair Requests:

Re-roof	*Solar	Concrete	Stucco and Paint
Skylights	Brick Coping	Hardscaping	*Windows and Doors
Canales	*Fences, Walls, and Gates	Exterior Lights	Mechanical Equipment

*May require HDRB approval.

Examples of HDRB Requests:
Demolition, Status Review, Removal of Historic Material, Additional Square Footage**, Remodel**, Window and Door Replacement**
**District dependent

Project Details Section (to be completed by Applicant)

Projects may require HDRB approval. Please submit this application form in addition to the list of materials and requirements for HDRB approval, whic can be found at https://www.santafenm.gov/land-use/historic-preservation/hdrb-hearings-and-cases .

New Construction	Remodel
☒	☐
Sq. Ft. of project: _____	Sq. Ft. of project: _____

Construction Cost: $ 2800.00

AFIDAVIT AUTHORIZING AGENT/APPLICANT

As the Owner and holder of title of the above listed property I/we authorize the Agent/Applicant to act on my/our behalf to execute this application.

Print Name Miriam Leth-Espensen

Signature M. Leth-Espensen

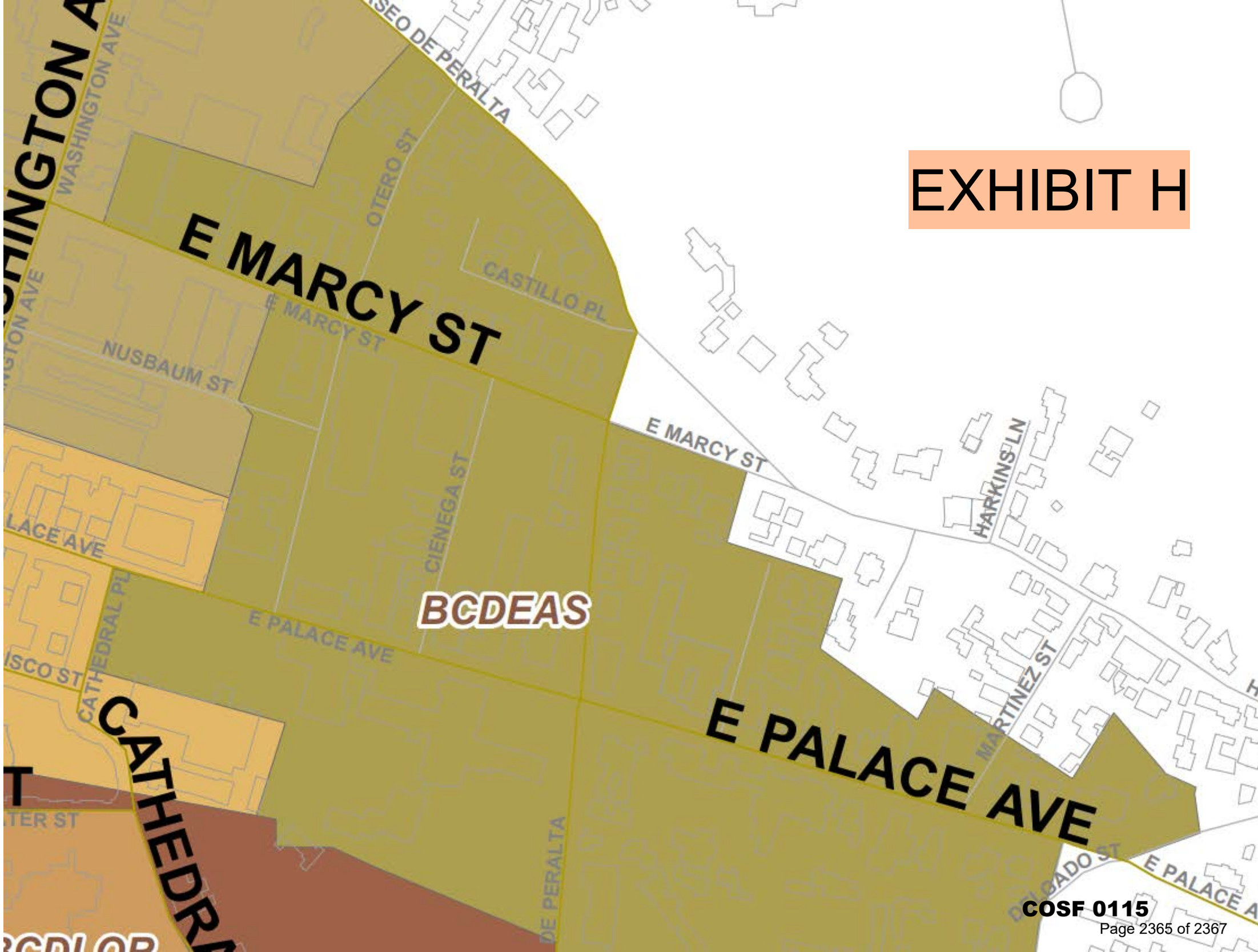


EXHIBIT H
E MARCY ST
E PALACE AVE
BCDEAS
WASHINGTON AVE
OTERO ST
CASTILLO PL
NUSBAUM ST
CIENEGA ST
HARKINS LN
MARTINEZ ST
CATHEDRAL PL
DE PERALTA

EXHIBIT I

14-7.4 - BUSINESS-CAPITOL DISTRICT

(A) Table of Dimensional Requirements for Townscape Subdistricts

14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts[Note 1]

Maximum Height of Structures (feet); Stepback Note 2	Maximum Lot Coverage Ratio	Building Placement and Setback Requirements (feet)	Minimum Open Space Requirements	Landscape Treatment in Yards	Height of Walls and Fences (feet)	Placement of Off-Street Parking	Portals
East Marcy/East Palace							
27	No requirements	Building setback requirements: Street: Note 4 Side: 5 Rear: 10	Open space of no less than 10 percent of the lot area shall be located adjacent to the front property line to serve as yard or courtyard	Landscape treatment required in yards and open space. Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip. Note 3.	Walls, fences, and hedges permitted to maximum of 4 feet	Parking prohibited in required front yard	Prohibited within ROW

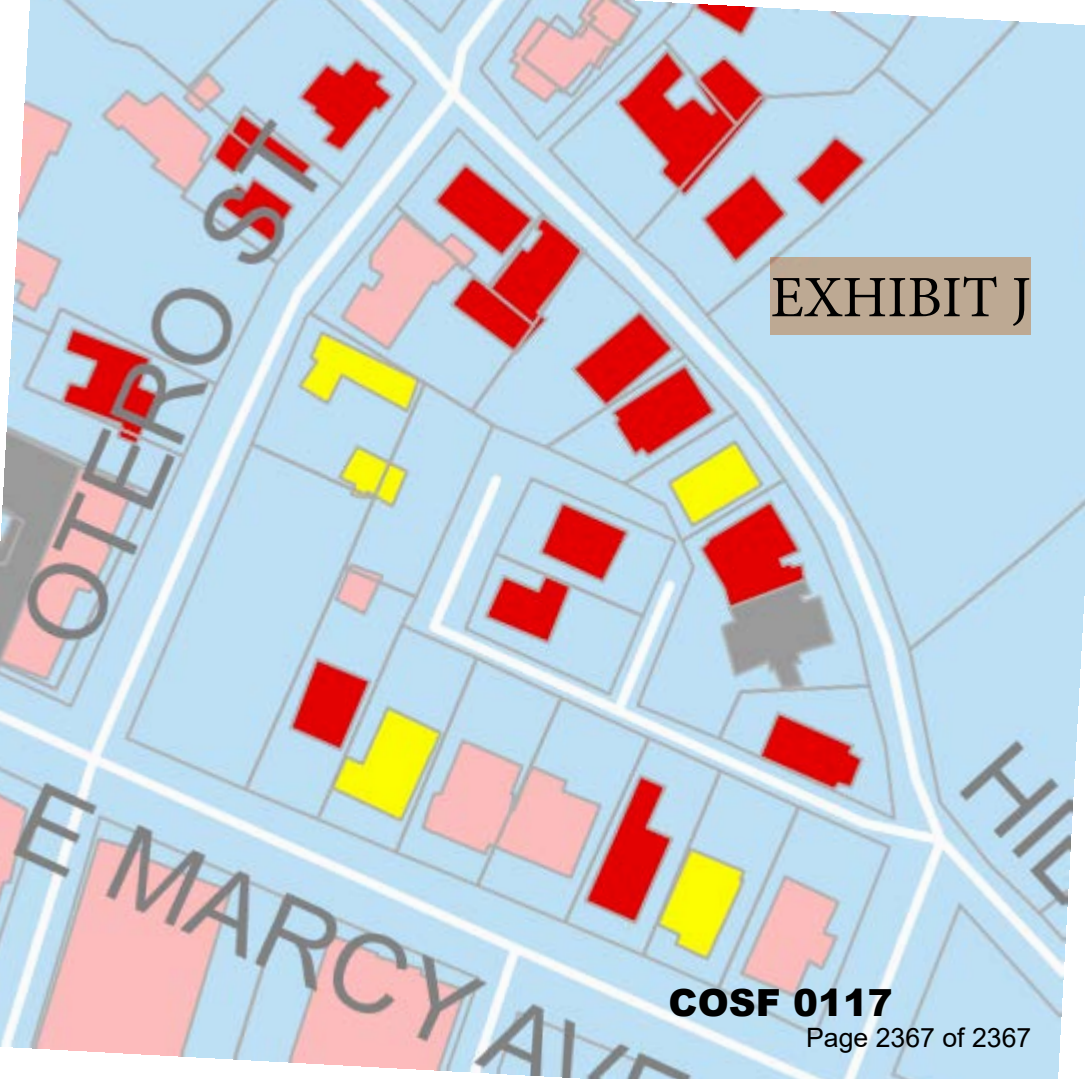


EXHIBIT J
OTERO ST
E MARCY AVE