Agenda

Regular Meeting of the Public Works and Utilities Committee
June 30, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
   a. Complete Streets Capital Projects Accomplishment and Status Report. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov and Kody Keelin, Project Manager; kwkeelin@santafenm.gov)
7. Action Items: Consent Agenda
   a. Request for Approval of the June 16, 2025, Public Works and Utilities Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 06/30/2025

   b. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $126,000 from City Auction Proceeds into Facilities - Vehicles to Purchase One Replacement Truck. (De Alva Calabaza, Business Operations Manager, dxcalabaza@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 06/30/2025
      Finance Committee: 07/07/2025
      Governing Body: 07/09/2025

c. Request For Approval of an Aviation Grant Agreement # SAF-25-04 with the New Mexico Department of Transportation in the Amount of $3,799 for the Design Phase of Reconstructing Taxiway F for a Two-Year Term. (Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $3,799 to Increase WIP Design using New Mexico Department of Transportation Aviation Division Funding for the Reconstruction of the Taxiway F.

Committee Review
Public Works and Utilities Committee: 06/30/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

d. Request for Approval to Accept the U.S. Department of Transportation Federal Aviation Administration Grant #3-35-0037-066-2025 in the Amount of $90,193 for the Design Phase of Reconstructing Taxiway F. (Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov and Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design Using U.S. Department of Transportation Federal Aviation Administration Funding for the Design Phase of Reconstructing the Taxiway F.

Committee Review:
Public Works and Utilities Committee: 06/30/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

e. Request for Approval of a Construction Contract with Hasse Contracting Company Inc. in the Total Amount Not to Exceed $4,000,000 Excluding NMGRT for On-Call Bridge and Culvert Maintenance and Repair Services for a Four-Year Term. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/30/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

f. Request for Approval of Amendment No. 1 to Item # 24-0009 with A.A.C. Construction, LLC to Increase the Compensation by $1,000,000 for a New Total Amount of $3,000,000 including NMGRT for On Call General/Mechanical

Services for the Paseo Real Wastewater Treatment Facility. (P. Fred Heerbrant, P.E., Engineer Supervisor; pfheerbrant@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 06/30/2025
Finance Committee: 07/21/2025
Governing Body: 07/30/2025

g. Request for Approval-Renewal of Comprehensive Insurance Program for Plan Year 2025-26 through the City's Insurance Broker Arthur J. Gallagher, for a Total of $3,959,968.57. (Andrea Phillips, akphillips@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/30/2025
Governing Body: 06/30/2025

h. Request for Approval of Amendment No. 1 to General Services Contract Item No. 24-0715 with Paradise Power Company, Inc. for Implementation of the Balanced Resources Acquisition and Information Network (BRAIN) to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/30/2025
Governing Body: 06/30/2025

i. Request for Approval of Amendment No. 2 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. for the Design of Administrative Offices and Maintenance Facility to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 06/30/2025
Governing Body: 06/30/2025

j. 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

k. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Pilar Faulkner, Councilor Lee Garcia, and Councilor Amanda Chavez)
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

8. Action Items: Discussion Agenda

9. Introduction of Legislation

a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Mayor Alan Webber)
A Resolution Adopting the City of Santa Fe's 2027-2031 Infrastructure Capital Improvements Plan. (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov)

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

10. Executive Session

11. Matters from Staff

12. Matters from the Committee

13. Matters from the Chair
14. Next Meeting: July 21, 2025
15. Adjourn

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

City of Santa Fe's
Roadways and Trails Capital Projects

CITY OF SANTA FE

FY 2025 Accomplishment Report

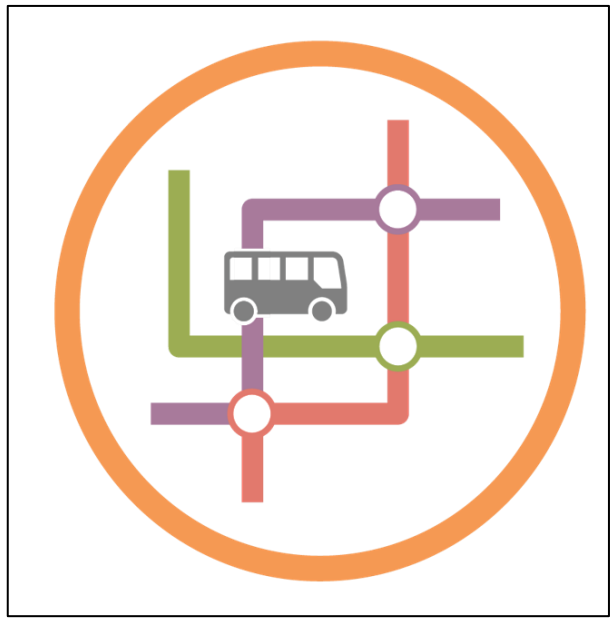
A Presentation to Public Works and Utility Committee
June 30, 2025

Romella Glorioso-Moss, PhD, CPM, AICP
Capital Projects Manager
Kody Keelin, Project Manager
Complete Streets
Public Works Department

28

FY 2025 ROADWAYS & TRAILS PROJECTS

28 ROADWAYS & TRAILS PROJECT (FY 2025)



21 roadways



6 trails

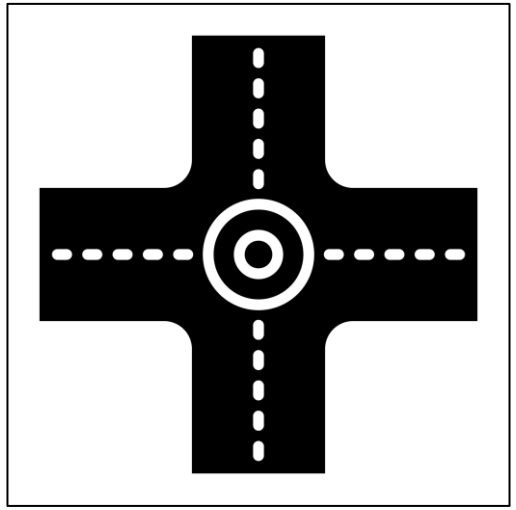


1 bicycle wayfinding signage

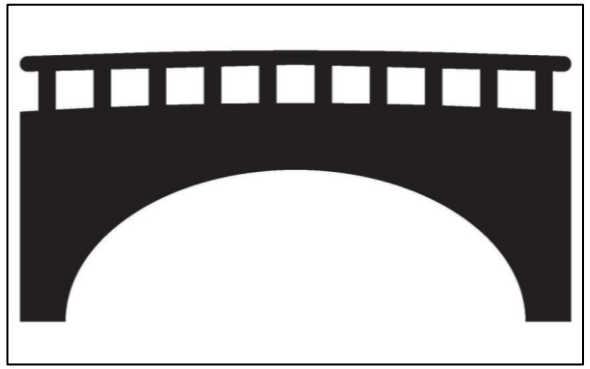
ROADWAY PROJECT TYPES



7 Roadway Reconstruction/ 2 New Roadways



10 Intersection Improvements



1 Bridge

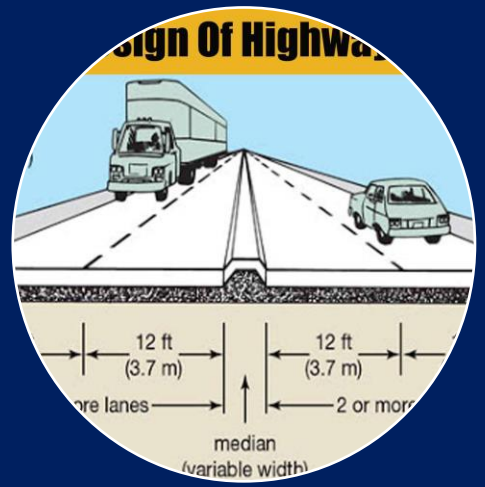


1 Underpass

PROJECT PHASES (FY 2025)



Planning (2)



Design (16)



Construction (10)

Completed construction of 2 trails

El Camino Real Academy Trail (Cottonwood Rd to Alexander Estates) $1M





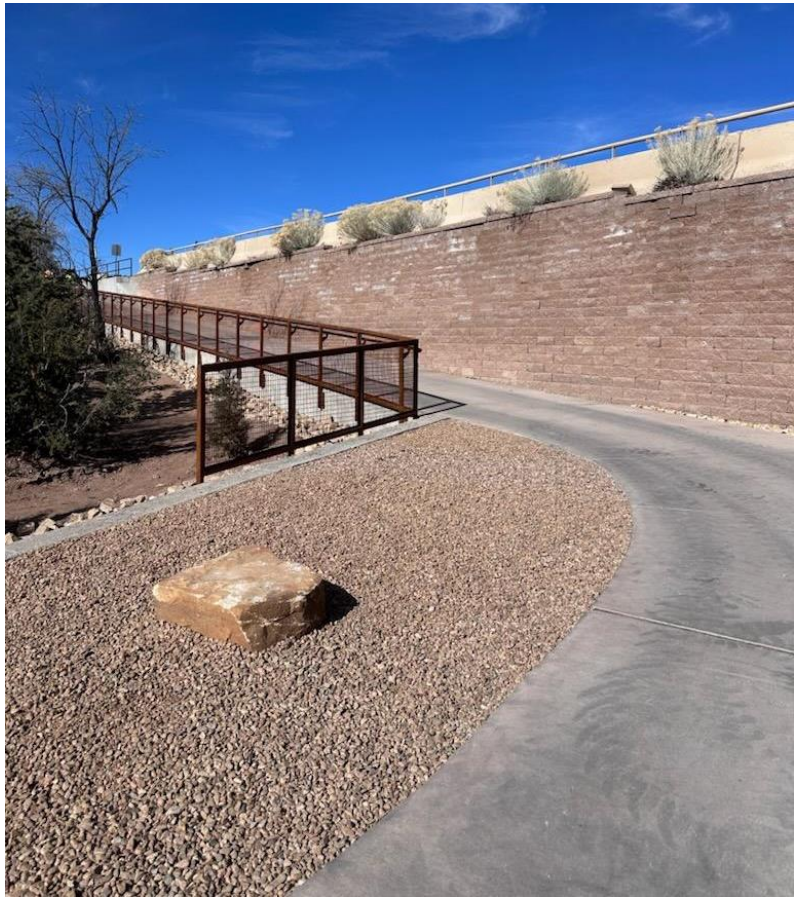




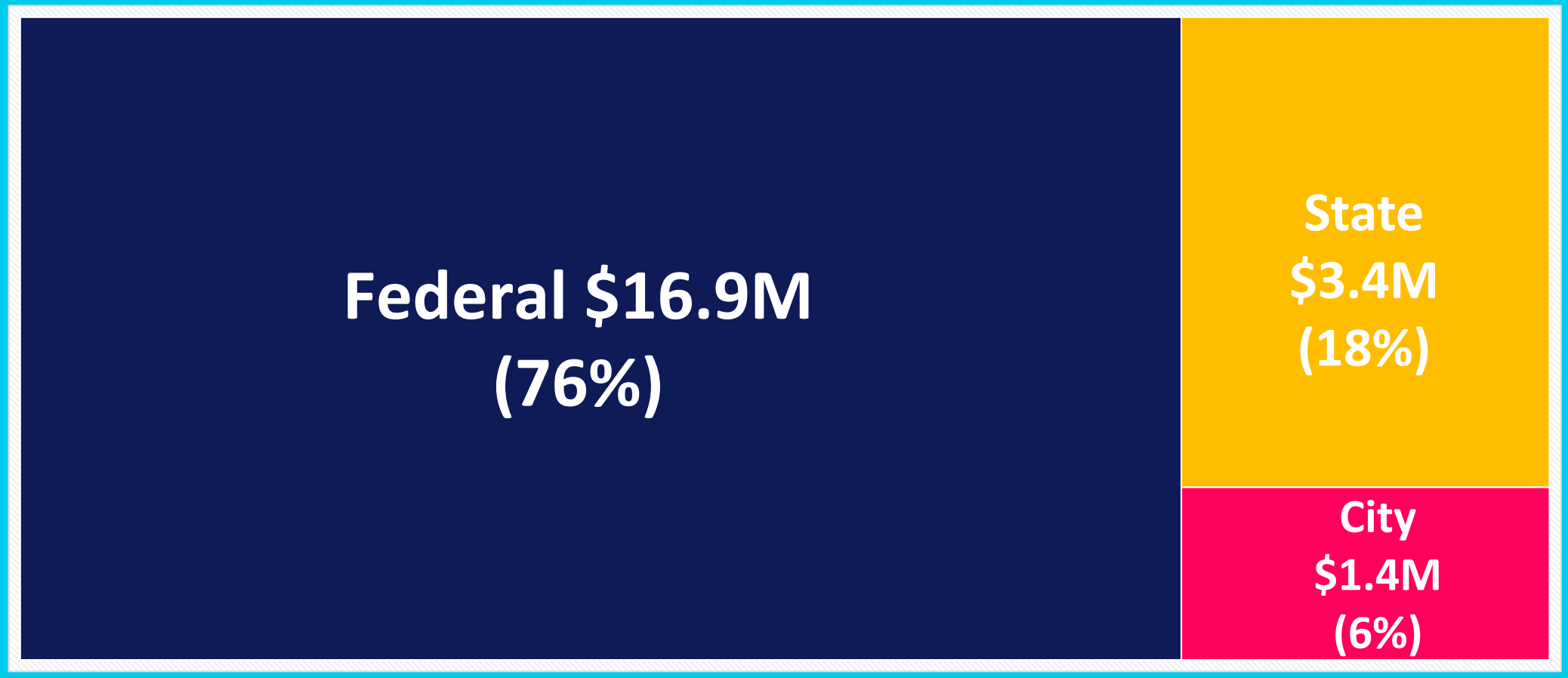
Completed construction of 2 trails

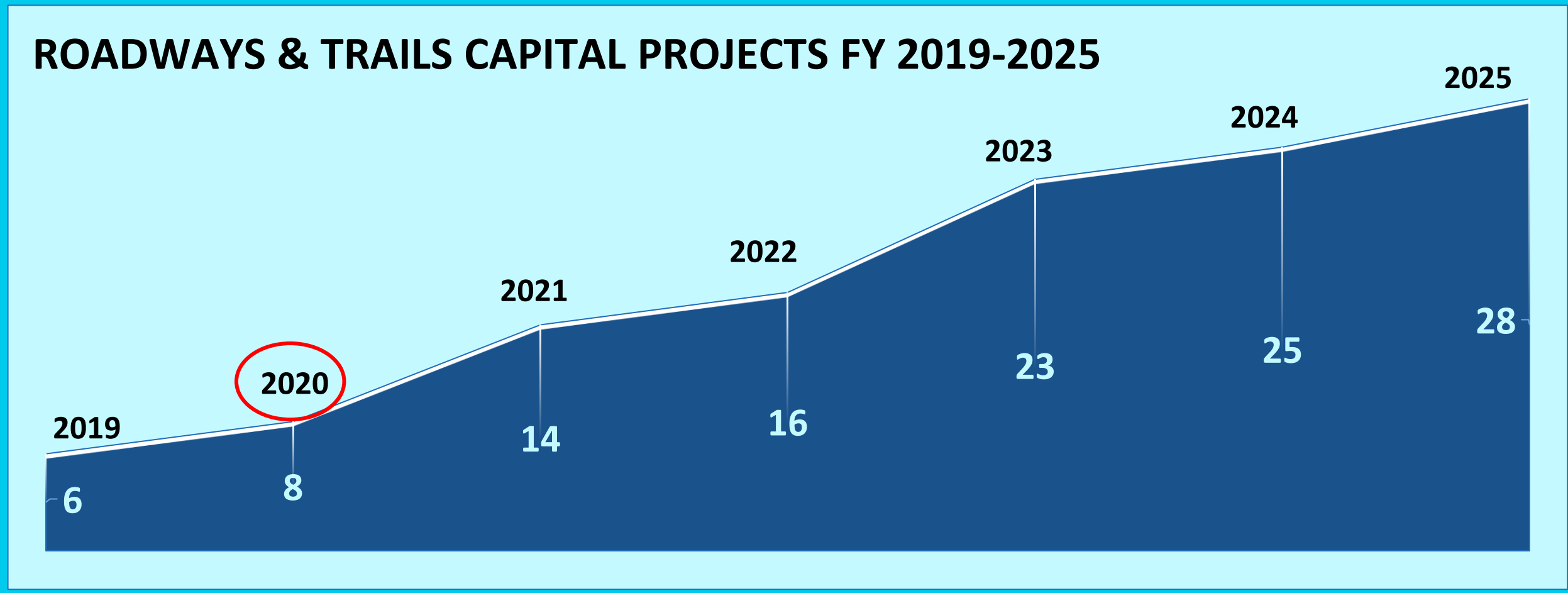
Canada Rincon Trail (Calle Mejia to Calle Francesca) $2.75M

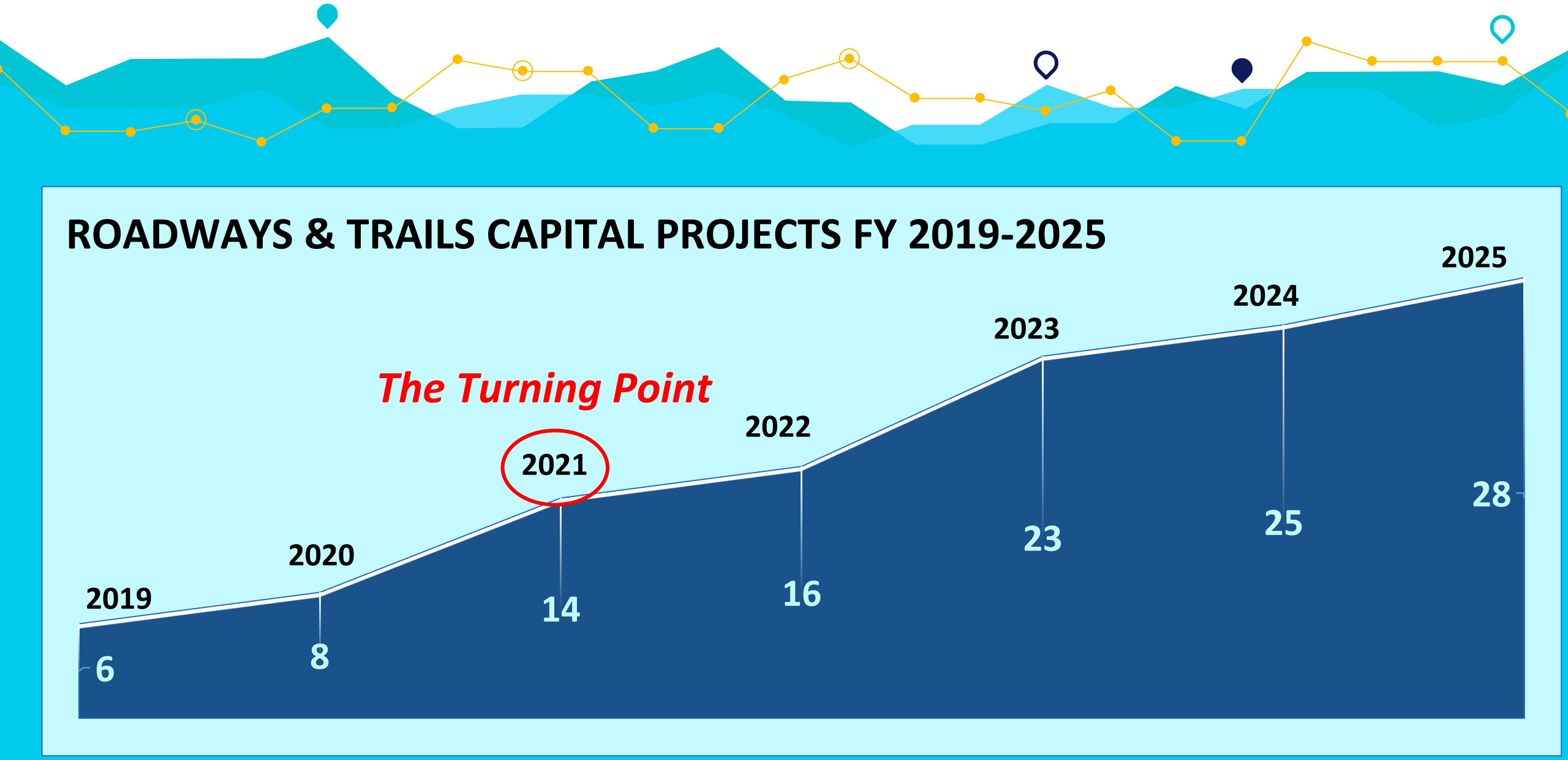




Project Funding Sources FY2025




ROADWAYS & TRAILS CAPITAL PROJECTS FY 2019-2025
2019
6
2020
8
2021
14
2022
16
2023
23
2024
25
2025
28


ROADWAYS & TRAILS CAPITAL PROJECTS FY 2019-2025
The Turning Point
2019
2020
2021
2022
2023
2024
2025
6
8
14
16
23
25
28

Shift in Planning Culture



BPAC

CITY OF SANTA FE

Major Planning Documents (FY 2025)



Planning

- SFMPO Metropolitan Transportation Plan 2015-2040 (15/29)
- Infrastructure Capital Improvements Plan 2025-2029 (8/23)
- BPAC Strategic Plan 2023-2033 (6/11)

FUNDING SOURCES

FY 2020

CITY OF SANTA FE

GREAT SEAL OF THE STATE OF NEW MEXICO · 1912 ·

FY 2021 - PRESENT

CITY OF SANTA FE

RECREATIONAL TRAILS

ACTIVE TRANSPORTATION

FHWA

TRANSPORTATION ALTERNATIVES

NATIONAL HIGHWAY SAFETY ADMINISTRATION

GREAT SEAL OF THE STATE OF NEW MEXICO · 1912 ·

TPF

CMAQ

NMDOT

Road Fund

Shift to a Strong Road Safety Culture





Shift to a Strong Road Safety Culture





Shift to a More Sustainable Infrastructure



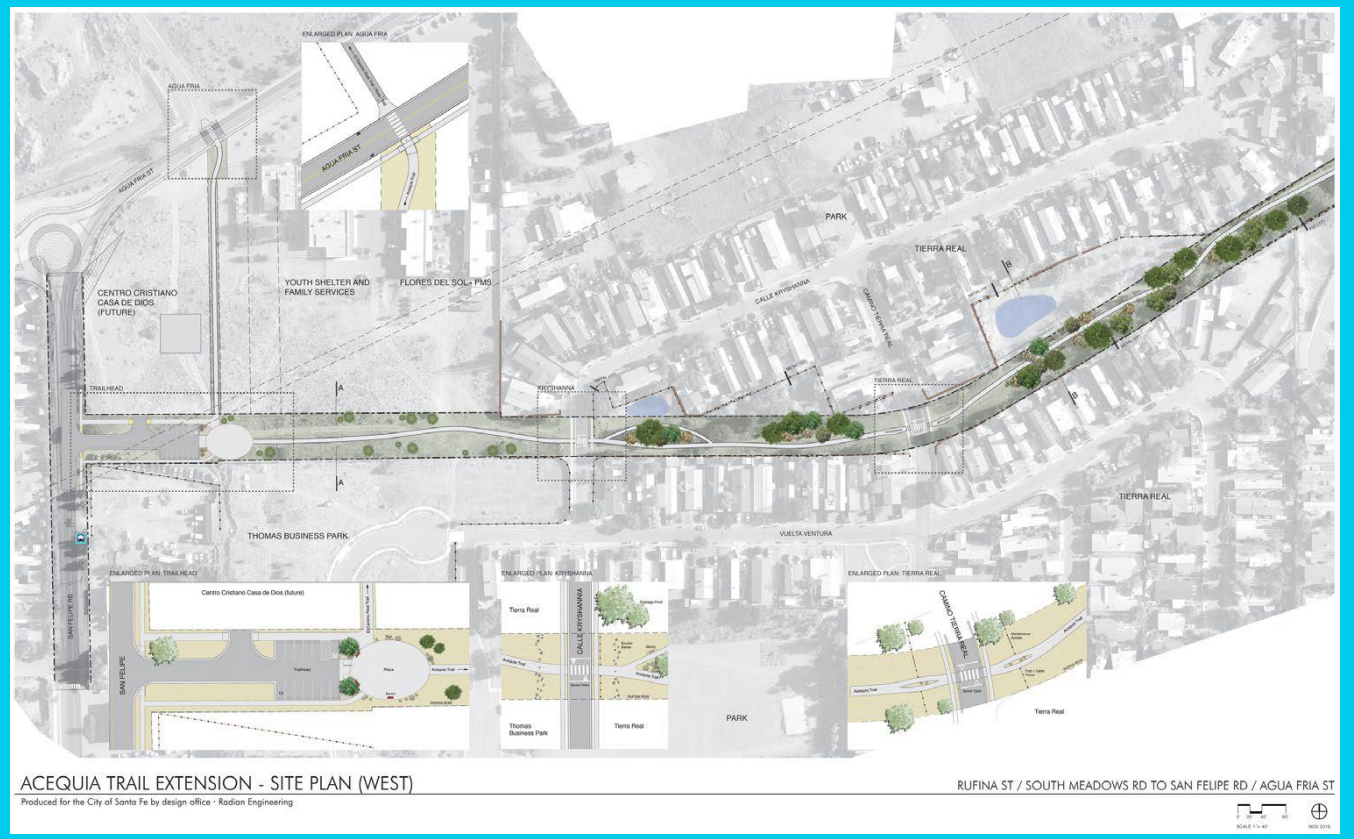


Camino Entrada Roundabout Project (Built 2023)

Shift to a More Sustainable Infrastructure



Green Infrastructure along
Acequia Trail Underpass (Built 2017)



Acequia Trail Extension (Rufina – San Felipe Rd) Design Phase

THE GUADALUPE STREET RECONSTRUCTION PROJECT

City of Santa Fe's Flagship Roadway Project

Guadalupe Street – from Agua Fria to Paseo de Peralta



HISTORICAL BACKGROUND OF GUADALUPE ST.





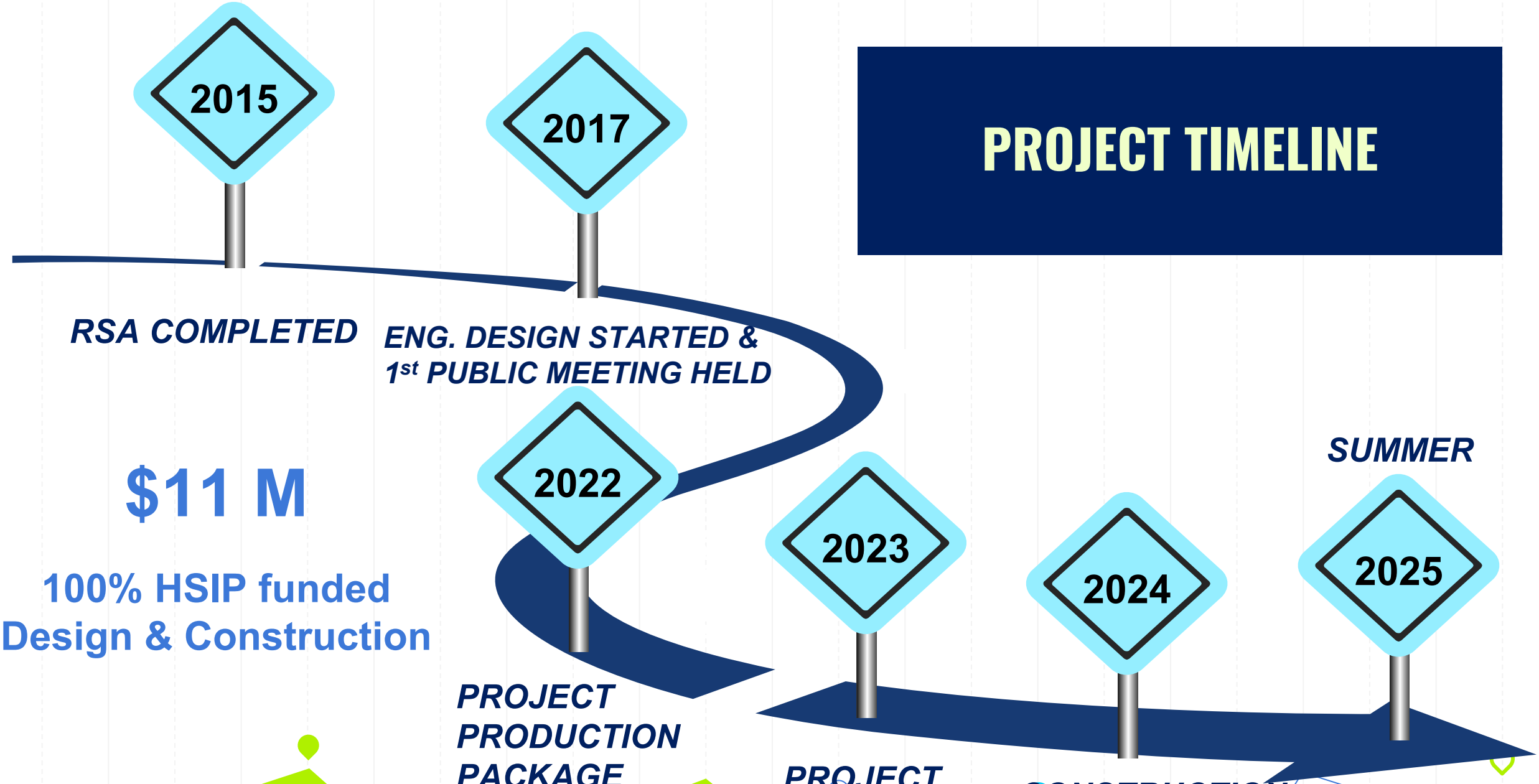




1887-1941 Santa Fe Branch of Chili Line runs from Railyard North along Guadalupe and Jefferson

1974 Taos Hway closes and Guadalupe St became the formal highway connector to Hway 84/285.

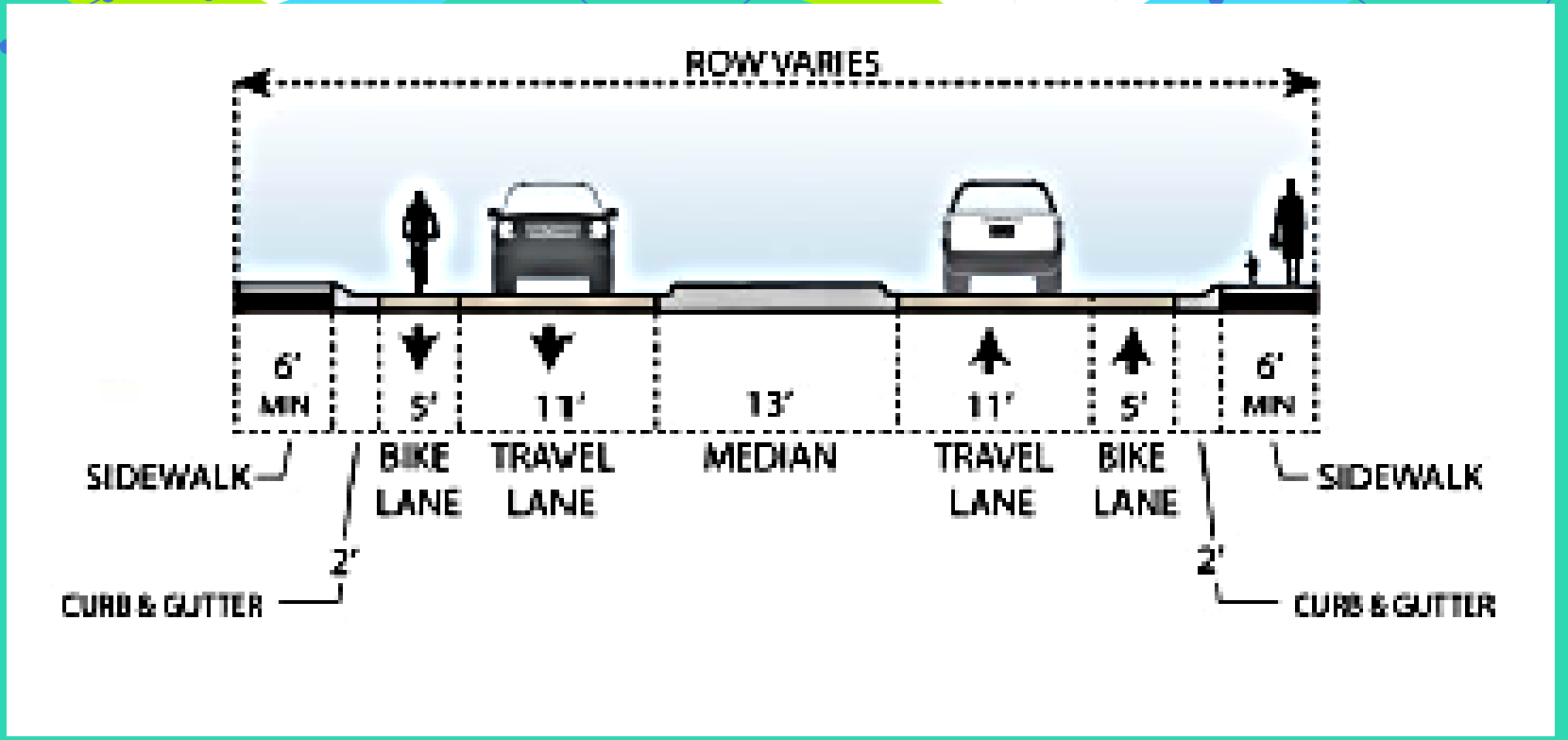
PROJECT TIMELINE



$11 M

100% HSIP funded
Design & Construction

PROJECT SCOPE OF WORK



6' ADA compliant sidewalks on both sides of the street

5'-wide bike lanes on both sides of the street

2 11'-wide travel lanes

continues raised & landscaped medians with occasional breaks to permit left turns

fully reconstructed pavement

18 drive pads reconstructed

PROJECT SCOPE OF WORK

DE VARGAS ST / AGUA FRIA ST



Extend Median

ALAMEDA ST



Eliminate EB Right-Turn Lane

WATER ST



Close Median

SAN FRANCISCO ST



Pedestrian Phase



JOHNSON ST



Left-Turn Bay

MCKENZIE ST / JEFFERSON ST



Extend Median

PARK AVE / CATRON ST



Add Median & Left-Turn Bay

JOSE ST



Full Access

SOLONA ST



Right-In/Right-Out/Left-Out

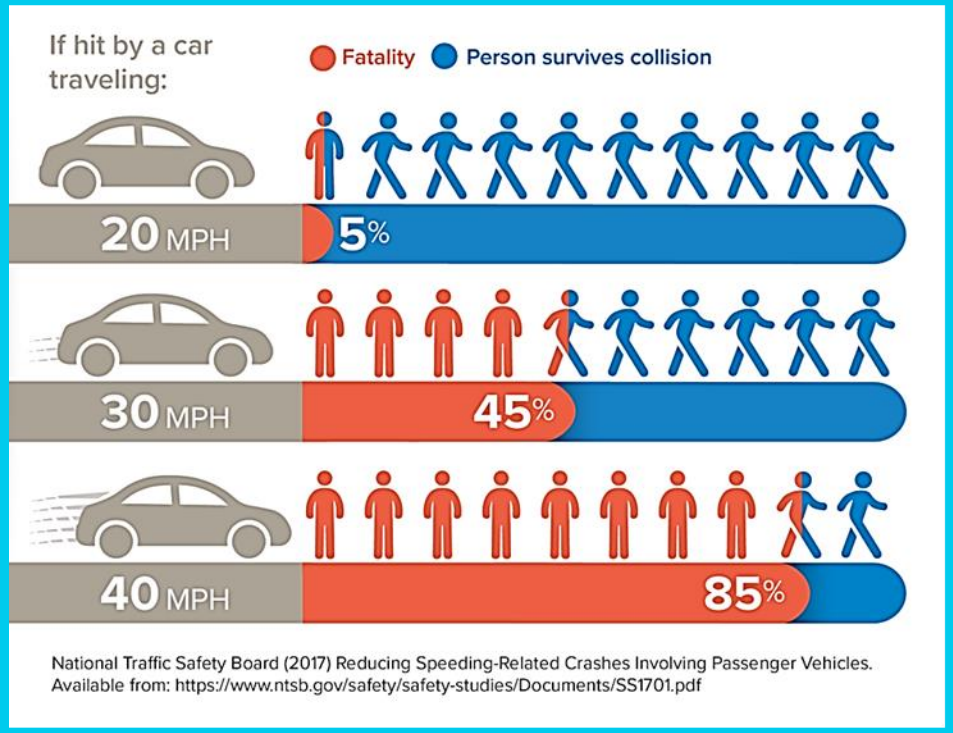
PASEO DE PERALTA



Double Southbound Left

PROJECT BENEFITS







- Enhanced Safety for All
- Improved Mobility & Accessibility
- Public Health & Environmental Gains
- Economic & Community Revitalization
- Stronger Community & Civic Vitality

Failing Infrastructure



3 ft-deep sinkhole



Sidewalks on the West side have no foundation creating sinkholes posing hazards to pedestrians.

Corrective Actions



New storm water drainpipe



New concrete foundation

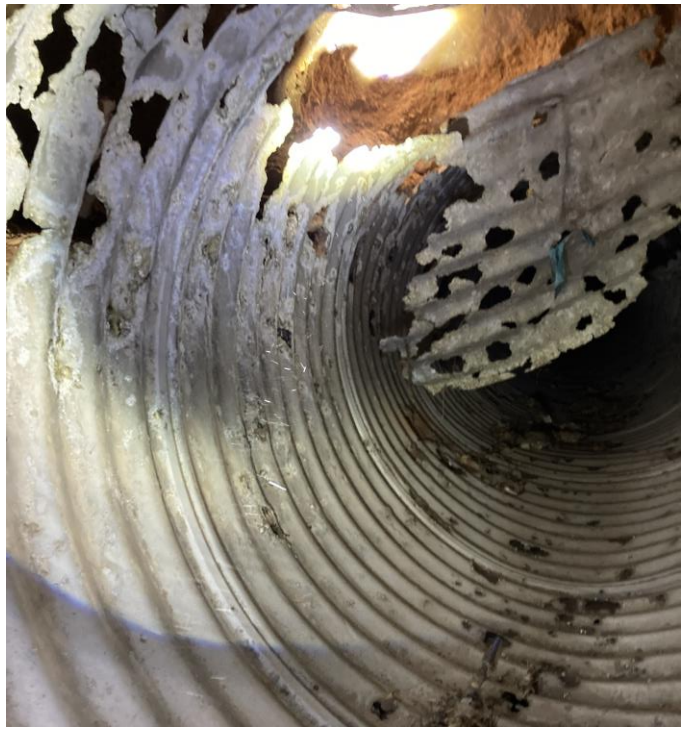


New sidewalk

Failing Infrastructure Needing Replacement

Failing Pavement.





Corroded storm water drainage infrastructure creating sinkholes

Corrective Actions



Install new storm drain water pipes.

Failing Infrastructure Needing Replacement

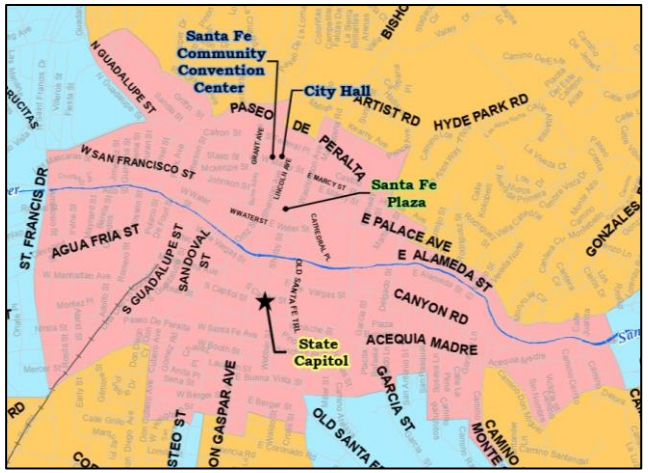
Kept running into existing utilities that needed to be relocated, replaced or repaired, such as leaking gas main, water valves and sewer main.







Construction Challenges





Construction challenge is that since this project is within the Guadalupe Historic District, we cannot do what we needed to do without permission from SHPO.

Funding requirement restrictions:
Need to comply with NMDOT/FHWA

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

U.S. Department of Transportation
Federal Highway Administration

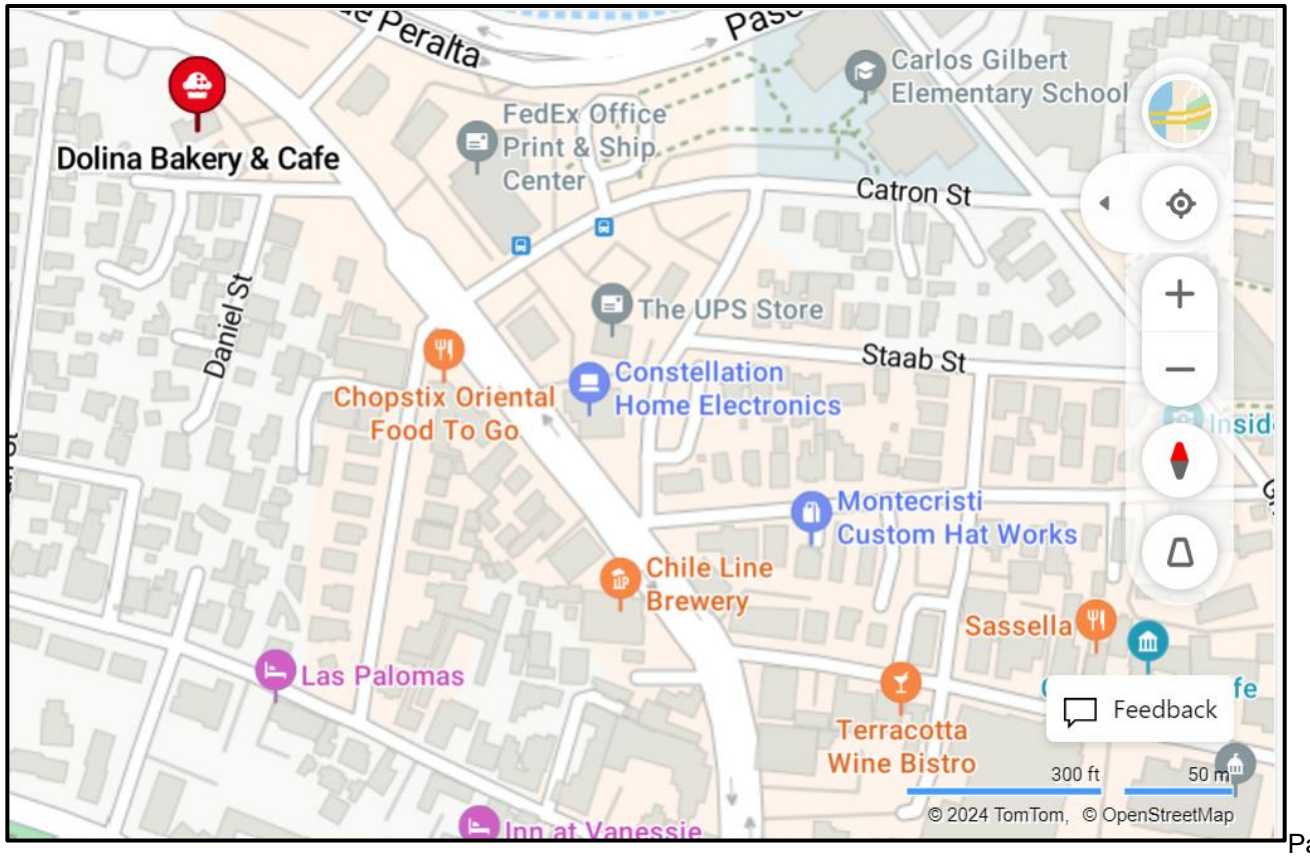
Construction Challenges



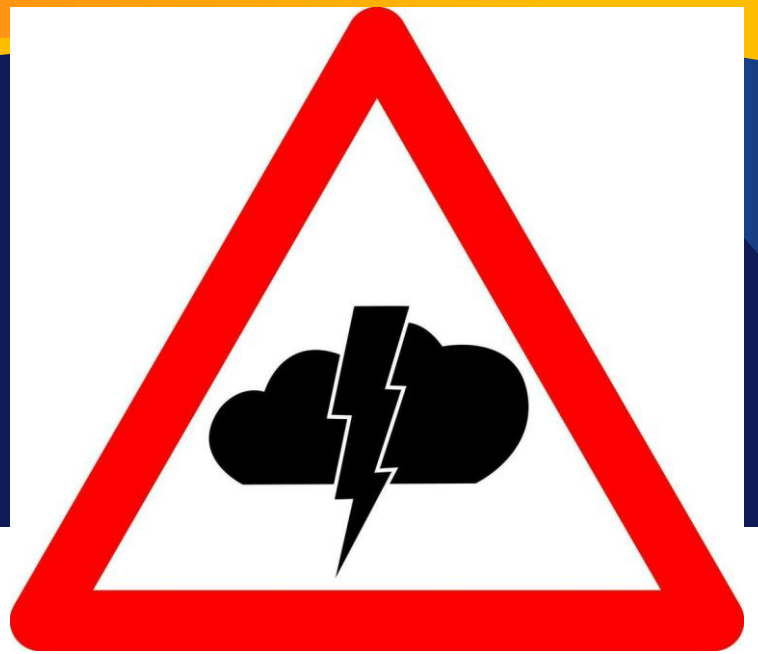
Road users navigating traffic controls through construction site.

Construction Challenges

Limited access to businesses and residences.



Construction Challenges







Target Substantial Completion Date
August 30, 2025













THANK YOU

Any questions?

rsglorioso-moss@santafenm.gov

kwkeelin@santafenm.gov

(505) 955-6623

Agenda

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

Procedures for Public Works and Utilities Committee Meeting

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

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

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

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

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

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

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

Governing Body: 06/25/2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Amanda Chavez at 4:00 PM, on Monday, June 16, 2025, at the Randall Davey Audubon Center, 1800 Upper Canyon Road, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Amanda Chavez
Councilor Michael Garcia
Councilor Carol Romero-Wirth

MEMBERS EXCUSED
Councilor Lee Garcia
Councilor Alma Castro

OTHER PARTICIPANTS ATTENDING
Jesse Roach, Interim Public Utilities Director

3. Approval of Agenda

A motion was made by Councilor Romero Wirth, seconded by Councilor Michael Garcia, to approve the agenda as presented. The motion passed unanimously by voice vote.

4. Approval of Consent Agenda

A motion was made by Councilor Romero Wirth, seconded by Councilor Michael Garcia, to approve the consent agenda. The motion passed unanimously by roll call vote.

5. Public Comment

6. Presentations

7. Action Items: Consent Agenda

    a. Request for Approval of the May 19, 2025, Public Works and Utilities

Committee Meeting Minutes. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

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

Approved on Consent.

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

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

Approved on Consent.

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

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

Approved on Consent.

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

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

Approved on Consent.

e. Request for Approval of Amendment No. 3 to General Services Contract Item #22-0269 with Mobile Clean Car Wash to Increase the Compensation of

$156,240 for a New Total Amount of $624,960 and Extend the Term to June 30, 2026, for Auto Detailing of the Environmental Services Fleet. (Abe Sanchez, SWM Equipment Operator; ajsanchez@santafenm.gov and Martin Valdez, Heavy Equipment Mechanic Supervisor; mjvaldez@santafenm.gov)

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

Approved on Consent.

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

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

Approved on Consent.

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

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

Approved on Consent.

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

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $150,000 to FY 2025 Complete Streets Revenue and

Expenses for Pacheco Street Pedestrian and Bicycle Improvements Project.

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

Approved on Consent.

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

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

Approved on Consent.

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

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

Approved on Consent.

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

Committee Review:
Governing Body (Introduced): 06/11/2025
Bicycling and Pedestrian Advisory Committee: 06/12/2025
Public Works and Utilities Committee: 06/16/2025
Quality of Life Committee: 06/18/2025
Governing Body: 06/25/2025

Approved on Consent.

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

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

Approved on Consent.

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

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

Approved on Consent.

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

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

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

Approved on Consent.

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

The meeting was adjourned at 4:21 PM.



Liaison

Chair

City of Santa Fe, New Mexico
Memorandum

DATE: May 16, 2025

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (May 22, 2025 16:09 MDT)

Regina Wheeler, Public Works Department Director
Sam Burnett, Public Works – Facilities Division Director
JOHN BURNETT (May 20, 2025 11:21 MDT)

REVIEWED BY: De Alva Calabaza 5/16/2025
De Alva Calabaza, PW Acting Business Operations Manager

SUBJECT: FY25 BAR – FMD Vehicle

ACTION:
Request Approval of a Budget Adjustment Resolution (BAR) in the Amount of $126,000.00 to Move Funding From the FY25 City Auction Proceeds into Facilities – Vehicles to Cover the Cost of the Purchasing One (1) Replacement Truck. De Alva Calabaza, (505) 955-5930

FUNDING SOURCE:
The funding source is Facilities
Fund Name/Number: ½% GRT FMD/365
Project String: FMD2536504
Munis Org Name/Number: FMD CIP/3650432
Munis Object Name/Number: Vehicles < 1.5Ton /570950

ATTACHMENTS:
BAR
Procurement Memo
Quote
SPA

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Facilities	3/17/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles < 1.5 Tons	3650432	570950	FMD2536504	126,000	
Capital Equipment Reserve/Operating Transfer to Facilities (1/2% Capital GRT Fund)	2101700	750365	FMD2536504	126,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Gain on Sales - Fixed Assets	2101700	470900	FMD2536504	(126,000)	
Facilities (1/2% Capital GRT Fund)/Operating Transfer from Capital Equipment Reserve	3650432	650210	FMD2536504	(126,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

FY26 Purchase of Vehicle for CIP Construction Expanded Crew funded by City auction proceeds

{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 — 3/17/2025
Prepared By *{print name}* — Date

JOHN BURNETT (May 20, 2025 11:21 MDT)
Business Operations Manager Signature {optional} — Date

Regina Wheeler
Regina Wheeler (May 22, 2025 16:09 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

N/A
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Purchasing Memo

Date: May 16, 2025

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

From: Sam Burnett, Facilities Division Director JOHN BURNETT (May 20, 2025 11:21 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (May 22, 2025 16:09 MDT)

Subject: Facilities Division Vehicle Purchases

Vendor Name: Don Chalmers Ford

Munis Vendor Number: 1693

ITEM AND ISSUE:

Request Approval to Purchase One Ford Truck F-250 and One Ford Truck F-550 in the Total Amount of $186,279.80. Sam Burnett, (505) 795-2491.

BACKGROUND AND SUMMARY:

The Facilities Management Division has worked with Fleet Management to assess our Division vehicle conditions and plan for required replacements. Through this process numerous vehicles within the Facilities fleet were identified as requiring replacement. At this time, we are planning to replace two of our vehicles; one 2001 Dodge Ram (3B7KC26Z31M258254) and one 2004 Ford F-250 (1FDNX20594EC14780). Using both one-time funding from the city auction proceeds and Facilities Division operational funds we will purchase one Ford Truck F-250 Crew Cab XL for the Facilities Maintenance Section and one Ford Truck F-550 Extended Cab with Flatbed for the Construction Section. The trucks have been selected and outfitted with the assistance of the Fleet Management team. They will come equipped with the features required for their use in their assigned roles.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ½% GRT FMD/365

Munis Org Name/Number: FMD CIP/3650432

Munis Object Name/Number: Vehicles < 1.5Ton /570950

Fund Name/Number: MIDTOWNPRO/525

Munis Org Name/Number: MTC OPER/5256175

Munis Object Name/Number: Vehicles < 1.5Ton /570950

Budget Officer / Designee: Andy Hopkins **Date:** 06/24/2025

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

The purchase will be made via an existing New Mexico Statewide Price Agreement (SWPA). This agreement is #40-00000-24-00068 which expires 8/05/2025.

Chief Procurement Officer (CPO) / Designee: **Date:** 06/24/2025

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☐ **No**

Approval: **Title:** **Date:**

Comment/Exceptions:

Vehicles included? ☒ **Yes** | ☐ **No**

Approval: **Title:** **Date:**

Comment/Exceptions: Email from David Jaramillo is included in packet.

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 FMD2536504/MTC2552504

Approval: Josie Bolden **Title:** Controller **Date:** 06/24/2025

Comment/Exceptions:

ATTACHMENTS:

Procurement document: Statewide Price Agreement
Vendor's Quote

Outlook

Concurrence Email

From JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Date Mon 5/5/2025 10:21 AM
To BURNETT, SAM <jsburnett@santafenm.gov>

Dear Colleagues,

This email is regarding two Trucks that Facilities wants to purchase. One is an F-150, and the other is a F-550 fully outfitted.

I collaborated closely with the facilities team and was actively involved in the discussions surrounding their truck selection. I fully support the addition of these vehicles to the fleet roster

Please Reach out if I can be of any service or answer any questions.

Have a great day!

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

CHALMERS FLEET Ford

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe
Attn: Shaun Montoya

SHIPPED TO: 2025 Ford F-250 Crew Cab XL, 8' Bed, 6.8L V8 Gas Engine.
Color: Oxford White

PROPOSAL #	011525-22
PROPOSAL DATE	March 21st, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 40-00000-24-00068		
1	Item #16 Pickup, ¾ Ton, BEV/PHEV Powered, Single, Crew Cab 4x4. Options: - 6.8L V8 Gas Engine - 10 Speed Transmission - 3.73 Locking Rear Axle - XL Trim - Running Boards - 10K GVWR - 120V/400W Outlet - Spare Tire & Wheels - Trailer Tow Package	$ 55,760.00	$ 55,760.00
1	- NMSPA Discount 2%	$ (1,410.20)	$ (1,410.20)
1	- Window Tint	$ 350.00	$ 350.00
1	- Utility CamperShell	$ 6,250.00	$ 6,250.00
		SUBTOTAL	60,949.80

Subject to Prior Sale

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
dmartinez@chalmersford.com

Ford CHALMERS FLEET

$60,949.80
PAY THIS AMOUNT

CHALMERS
Real Value. Real People. Real Simple.

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe
Attn: David Jaramillo

SHIPPED TO: 2024/2025 Ford F550 Extended Cab XL 4WD 60' CA Flatbed
Oxford White

PROPOSAL #	122724-1
PROPOSAL DATE	March 21st, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Diego Martinez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00088		
1	Item #23 Truck, 19,500 GVWR, cab & chassis, Red Cab, DRW.	$ 57,990.00	$ 57,990.00
	Options:		$ -
1	F: 4 x 4, all-season tires, skid plates (If available, factory installed)	$ 4,800.00	$ 4,800.00
1	J: Bluetooth/Hands free	$ 550.00	$ 550.00
1	**Q: Light bar: Roof width with 16 LED's: AMBER/WHITE**	$ 2,150.00	$ 2,150.00
1	R: Limited slip rear differential	$ 690.00	$ 690.00
1	W: Power door locks and power windows	$ 1,800.00	$ 1,800.00
1	Y: PTO capability for automatic transmission	$ 380.00	$ 380.00
1	AB: Snow plow prep package for detachable snow plow	$ 480.00	$ 480.00
1	**AE: Tires: mud and snow 4 each rear axle**	$ 2,400.00	$ 2,400.00
1	AG: Trailer brake controller, factory	$ 460.00	$ 460.00
1	**AP: Window tint, darker than MFG Standard**	$ 350.00	$ 350.00
1	AQ: Body upgrade to extended cab	$ 6,200.00	$ 6,200.00
1	AW: Rear View Camera and Prep kit	$ 575.00	$ 575.00
1	BI: Up fitter Switches /6)	$ 195.00	$ 195.00
1	BJ: Skid Plates	$ 190.00	$ 190.00
1	BR: Outlet 110V/400W	$ 275.00	$ 275.00
1	**BS: Perimeter Lighting**	$ 1,295.00	$ 1,295.00
1			$ -
1	**Clark Truck Build:**		$ -
1	**- Flatbed 9.6' with Stake Pockets, Headboard, Mudflaps,**	$ 43,650.00	$ 43,650.00
1	**Electric Hyd Subframe Hoist, 40" Tall Stake Sides w/ Swing out**		$ -
1	**Rear Gates, Heavy Duty Receiver, SNOWEX Brand Plow 9' HD,**		$ -
1	**SNOWEX Salt Spreader ELECTRIC MOTOR 3.0CU YD.**		$ -
	- Running Boards	$ 900.00	$ 900.00
Ordered Unit		SUBTOTAL	125,330.00
Quote Valid for 60 Days			
			$125,330.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Diego Martinez
505.712.3913
dmartinez@chalmersford.com

Ford | COMMERCIAL VEHICLE CENTER

Docusign Envelope ID: 9FD961B1-9A33-4FC3-8316-F7E9CA1E8265

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AG) 0000137865
MCLL., Inc
377 Emilio Lopez Rd
Los Lunas, NM 87031

Attn: Karen Sluga
Phone: (505) 866-3180
Email: karen@melloyfleet.com

Number: **40-00000-24-00068**

Amendment No: **Two**

Term: **August 6, 2024 – August 5, 2025**

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: **Jessica Chavez** JC

Telephone No.: **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title: **Automotive Vehicles**

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

Please see the following revised item for vendor (AG) MCLL., LLC; Item 8

8	1	% Disc	Sports Utility Vehicle (SUV), BEV/PHEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AG)** **1% Chevrolet Blazer EV RWD/eAWD** **1% Chevrolet Blazer EV eAWD Police** **1% Chevrolet Equinox EV**

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

Natalie Martinez

Date: 4/10/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

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

Certificate Of Completion

Envelope Id: 9FD961B1-9A33-4FC3-8316-F7E9CA1E8265
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Jessica Chavez
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/10/2025 9:11:13 AM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/10/2025 9:12:05 AM Viewed: 4/10/2025 9:13:24 AM Signed: 4/10/2025 9:13:29 AM
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/10/2025 9:13:30 AM Viewed: 4/10/2025 9:14:13 AM Signed: 4/10/2025 9:14:22 AM
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 174.205.225.173	Sent: 4/10/2025 9:14:23 AM Viewed: 4/10/2025 9:24:26 AM Signed: 4/10/2025 9:24:48 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	4/10/2025 9:12:05 AM
Certified Delivered	Security Checked	4/10/2025 9:24:26 AM
Signing Complete	Security Checked	4/10/2025 9:24:48 AM
Completed	Security Checked	4/10/2025 9:24:48 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: 69DED676-7CC1-407D-856C-407C6D1BA41E

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

Number: **40-00000-24-00068**

Amendment No.: **One**

Term: **August 6, 2024 – August 5, 2025**

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: **Jessica Chavez**

Telephone No.: **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title: **Automotive Vehicles**

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

Please see the revised items on the following pages.

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: 9/20/2024

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
1	1	% Disc	Sub-Compact, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AJ)** **2%** **Nissan Versa**	**(AL)** **13.5%** **Ford Escape (ICE)** **8.5%** **Ford Maverick (ICE)** **8.5%** **Ford Maverick (HEV)**
Comments:					**All trim levels included in % discount**

1a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

1.5	1	% Disc	Sub-Compact, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2% Nissan Z**	**(AL)** **10.5% Ford Mustang** **All trim levels included in % discount**

1.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

2	1	% Disc	Sub-Compact, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **13.5% Ford Escape (PHEV)** **9.5% Ford Mach-E (BEV)** **All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description	
2a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2.5)	1	% Disc	Sub-Compact, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

3	1	% Disc	Mid-size Sedan, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AG)** **1%** **Chevrolet Malibu 4 Dr Sedan**
Make/Model Options:			**(AJ)** **3% Nissan Sentra** **3% Nissan Sentra**	
Comments:				

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
3a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AJ)** **3%**

3b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AJ)** **3%**

3.5	**1**	% Disc	Mid-size Sedan, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD			
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Mustang ECOBOOST GT** **No Specialty**	**(AF)** **2%**	**(AG)** **1%** **Chevy Camaro**	**(AH)** **1%** **Ford Mustang** **1% Ford Mustang GT**
			(AJ) **2%** **Nissan Z**	**(AK)** **5% Mustang All Factory Models**	**(AL)** **10.5% Ford Mustang (ICE)**	
Comments:				**Delivery to Agency: 10%** **Factory Extended Warranty: 10%**		

3.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**	**(AJ)** **2%**
			(AK) **2%**	**(AL)** **5%**		

3.5b)	1	%Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2% Mustang**	**(AG)** **2%**	**(AH)** **5%**	**(AJ)** **2%**
			(AK) **5%**	**(AL)** **5%**		

4	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **10%**	

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description
4a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

4b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

4.5	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **10%** **Mustang Mach-e Electric**	**(AK)** **5% Mustang all Factory Models** **Delivery To Agency: 10%** **Factory Extended Warranty: 10%**

4.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

4.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Charger** **10%** **Dodge Charger Pursuit**	**(AF)** **2%**	**(AI)** **1% Dodge Charger SXT RWD** **1% Dodge Charger SXT AWD** **1% Dodge Charger Police RWD** **10% Dodge Charger Police AWD** **10% Chrysler 300 Touring RWD** **1% Chrysler 300 Touring AWD** **1%**
			(AJ) **3%** **Nissan Altima**		
Comments:					

5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AJ)** **3%**

5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AF)** **2%**	**(AI)** **5%**	**(AJ)** **3%**

5.5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Challenger 1%**	**(AF)** **2%**	**(AI)** **1% Dodge Challenger SXT RWD** **1% Dodge Challenger SXT AWD**
			(AJ) **2%** **Nissan Z**	**(AL)** **10.50%** **Ford Mustang (ICE)**	
Comments:				**All trim levels included in % discount**	

5.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AI)** **2%**	**(AJ)** **2%**
			(AL) **5%**			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
5.5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AF) 2%**	**(AI) 5%**	**(AJ) 2%**
			(AL) 6%			

6	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	
Comments:				

6a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

6b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

6.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

6.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
			(AF)
Percentage Discount off of MSRP for Factory Options			**2%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
7	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Dodge Hornet**	**(AC)** **7% Ford Edge** **7% Ford Bronco Sport** **7% Ford Escape** **3% Ford Bronco Full Size No Specialty**	**(AF)** **5% Ford Escape** **5% Ford Edge** **5% Bronco Sport**
			(AG) **2% Chevrolet Blazer FWD/AWD** **3% Chevrolet Equinox FWD/AWD 2%**	**(AH)** **1% Ford Escape Base FWD** **1% Ford Escape Base AWD**	**(AI)** **1% Dodge Hornet GT AWD** **1% Jeep Compass Sport 4WD**
			(AJ) **2% Nissan Kicks**	**(AK)** **5% Ford Escape** **3% Escape Base** **5% Escape Active** **5% Escape Platinum** **5% Escape ST** **3% Escape - Hybrid** **2% Escape Plug-in Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10.00% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**For Hybrid & Plug-in Hybrid: When Available**	**All trim levels included in % discount**

7a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

7b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AH) **5%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
7.5	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Two (2) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **3% Ford Bronco Full Size** **No Specialty**	**(AF)** **2% Ford Bronco - 2 door model**	**(AH)** **1% Ford Bronco Big Bend**
			(AI) **1% Jeep Wrangler Sport**	**(AJ)** **3% Nissan Rogue** **3% Nissan Murano**	**(AK)** **6% Ford Edge All Factory Models** **10% Delivery to Agency** **10% Factory Extended Warranty**

7.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **2%**	**(AH)** **2%**	**(AI)** **2%**
			(AJ) **3%**	**(AK)** **2%**	**(AL)** **5%**	

7.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **2%**	**(AH)** **5%**	**(AI)** **5%**
			(AJ) **3%**	**(AK)** **5%**	**(AL)** **6%**	

8	1	% Disc	Sports Utility Vehicle (SUV), BEV/PHEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Hornet 1%**	**(AC)** **5%** **1% Ford Mach E** **5% Ford Escape Plug In**	**(AF)** **2% Ford Escape - PHEV**
			(AG) **1% Chevrolet Blazer EV RWD/eAWD** **1% Chevrolet Blazer EV eAWD Police**	**(AH)** **1% Ford Mustang Mach-E Select RWD** **1% Ford Mustang Mach-E Select AWD**	**(AI)** **1% Dodge Hornet R/T eAWD**
			(AJ) **3% Nissan Ariya**	**(AK)** **2% Ford Escape Plug In Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (PHEV)** **9.50% Ford Mach-E (BEV)**
Comments:				**When available**	**All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
8a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 3%**	**(AK) 2%**
			(AL) 5%			

8b)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
9	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **7%** **7% Ford Explorer** **7% Ford Explorer Interceptor**	**(AF)** **5% Ford Explorer**
			(AG) **1% Chevrolet Traverse Limited FWD/AWD** **1% Chevrolet Traverse 4 Dr LS (FWD)** **3% Chevrolet Traverse 4 DR Z71 (AWD)**	**(AH)** **1% Ford Edge SE AWD** **1% Ford Explorer Base RWD** **1% Ford Explorer Base 4WD 1%** **1% Ford Explorer Police Interceptor Utility AWD** **3% Ford Bronco Big Bend 4 Dr 4WD** **1% Ford Bronco Sport Big Bend 4WD**	**(AI)** **1% Dodge Durango SXT RWD** **1% Dodge Durango SXT AWD** **1% Dodge Durango Pursuit AWD** **6% Jeep Grand Cherokee Laredo 2WD** **2% Jeep Grand Cherokee Laredo 4WD** **2% Jeep Grand Cherokee L Laredo 2WD** **2% Jeep Grand Cherokee L Laredo 4WD**
			(AJ) **3% Nissan Rogue** **3% Nissan Pathfinder**	**(AK)** **3% Bronco Sport** **2% All Factory Civilian Model Explorer** **4% Explorer Police Interceptor EcoBoost AWD** **4.50% Explorer Police Interceptor Flex Fuel AWD** **4.50% Explorer Police Interceptor Hybrid AWD** **10% Delivery to Agency** **10% Factory Extended Warranty & Police Upfits**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**Ford Explorer / Bronco Sport**	**All trim levels included in % discount**

9a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AJ)** **3%**	**(AK)** **2%**
			(AL) **5%**			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
9b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

10	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2% Ford Explorer - 4x4 - PHEV (timing TBD)**	**(AI) 1% Jeep Grand Cherokee 4xe 4WD 2% Jeep Wrangler 4xe Sport S 4WD 1%**	**(AJ) 3% Nissan Ariya**
			(AK)	**(AL)**	
			1% Mach E Mustang 1% Explorer 10% Delivery to Agency 10% Factory Extended Warranty	**13.50% Ford Escape (PHEV) 9.50% Ford Mach-E (BEV)**	
Comments:			**BEV / PHEV SUV**	**All trim levels included in % discount**	

10a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

10b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
11)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **8%** **8% Ford Expedition** **8% ForLud Expedition**	**(AF)** **8% Ford Expedition** **2% Ford Bronco - 4 door**
			(AG) **2% Chevrolet Tahoe 2WD/4WD** **3% Chevrolet Tahoe 4WD SSV** **2% Chevrolet Tahoe 2WD/4WD PPV** **2% Chevrolet Suburban 2WD/4WD** **3%**	**(AH)** **1% Ford Expedition XL 2WD** **1% Ford Expedition XL 4WD** **1% Ford Expedition XL 2WD SSV** **4% Ford Expedition XL 4WD SSV** **4% Ford Expedition Max XL 2WD** **1% Ford Expedition Max XL 4WD** **1%**	**(AI)** **1%** **Jeep Wagoneer 2WD 1%** **Jeep Wagoneer 4WD 1%** **Jeep Wagoneer L 2WD 1%** **Jeep Wagoneer L 4WD 1%** **Jeep Grand Wagoneer L 4WD 1%**
			(AJ) **3% Nissan Armada**	**(AK)** **1% Ford Bronco Full Size 4 Door** **1% Ford Bronco Full Size 2 Door** **5% All Civilian Model Expedition** **4% Special Service Model Expedition** **10% Police Uplifts** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:					**All trim levels included in % discount**

11a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AJ)** **3%**	**(AK)** **2%**
			(AL) **5%**			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
11b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

12)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD RWD.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**

12a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

12b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
13	1	% Disc	Pickup, ½ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **2%** **Ram 1500 DS 10%** **Ram 1500 DT 2%** **Ram 1500 SSV 14%**	**(AC)** **8%** **8% Ford F-150** **10% Ford F-150 Interceptor**	**(AF)** **5% Ford F150 - ICE** **5% Ford F150 – Hybrid / PowerBoost** **0% Ford F-150 – excludes Raptor**
			(AG) **1% Chevrolet Silverado 1500 2WD/4WD Reg Cab** **1% Chevrolet Silverado 1500 2WD/4WD Double Cab** **1% Chevrolet Silverado 1500 2WD/4WD Crew Cab** **1% Chevrolet Silverado 1500 2WD/4WD SSV** **3% Chevrolet Silverado 1500 4WD PPV** **4%**	**(AH)** **1% Ford F150 XL 2WD Reg Cab 6.5' Bed** **1% Ford F150 XL 2WD SuperCab 6.5' Bed** **1% Ford F150 XL 2WD SuperCrew 5.5' Bed** **2% Ford F150 XL 4WD Reg Cab 6.5' Bed** **2% Ford F150 XL 4WD SuperCab 6.5' Bed** **2% Ford F150 XL 4WD SuperCrew 5.5' Bed** **2% Ford F150 Police Responder XL 4WD SuperCrew 5.5' Bed** **4%**	**(AI)** **1% Ram 1500 Tradesman 2WD Quad Cab 6'4" Bed** **1% Ram 1500 Tradesman 2WD Crew Cab 5'7" Bed** **1% Ram 1500 Tradesman 4WD Quad Cab 6'4" Bed** **1% Ram 1500 Tradesman 4WD Crew Cab 5'7" Bed** **1% Ram 1500 Tradesman Classic 2WD Quad Cab 6'4" Bed** **10% Ram 1500 Tradesman Classic 2WD Crew Cab 5'7" Bed** **10% Ram 1500 Tradesman Classic 4WD Quad Cab 6'4" Bed** **10% Ram 1500 Tradesman Classic 4WD Crew Cab 5'7" Bed** **10% Ram 1500 Classic SSV 4WD Crew Cab 5'7" Bed** **12%**
			(AJ) **2% Nissan Frontier** **3% Nissan Titan**	**(AK)** **1% Ranger** **4% F150 Regular Cab** **5% F150 Extended/Super Cab** **5% F150 Crew Cab** **5% F150 Crew Cab Hybrid** **5% F150 Crew Cab Police Responder** **1% F150 Crew Cab Raptor** **10% Delivery to Agency & Police Upfit**	**(AL)** **13.50% Ford F-150 (ICE) 2.7L** **15.50% Ford F-150 (HEV)** **14.50% Ford F-150 (ICE) 3.5L**
Comments:				**Limited Availability for F150 Crew Cab Raptor**	**All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
13a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 2%**	**(AK) 2% (1% on Raptor Factory Options)**
			(AL) 5%			

13b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 2%**	**(AK) 5%**
			(AL) 6%			

14	1	% Disc	Pickup, ½ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 5% Ford Lightning**	**(AF) 8% Ford Lightning - Full Electric (W1B Model)**	**(AG) 0% Chevrolet Silverado EV e4WD Crew Cab**
			(AH) 1% Ford F150 Lightning Pro 4WD SuperCrew 5.5' Bed	**(AK) 3% F150 Lightning 10% Delivery To Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford F-150 Lightning (BEV)**
Comments:					**All trim levels included in % discount**

14a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AK) 2%**
			(AL) 5%			

14b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 2%**	**(AG) 5%**	**(AH) 5%**
			(AK) 5%	**(AL) 6%**		

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="2">Description</th></tr>
<tr><td>15</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, ¾ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td colspan="2">(AB)
11% Ram 2500</td><td>(AC)
8% Ford F-250</td></tr>
<tr><td colspan="2">(AF)
8% F250</td><td>(AG)
1% Chevrolet Silverado 2500HD 2WD Reg Cab Gas/Diesel Engine
1% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Double Cab 149" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Double Cab 149" Diesel Engine
5% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Diesel Engine 5%</td></tr>
<tr><td colspan="2">(AH)
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine 1%</td><td>(AI)
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine *includes SSV
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine *includes SSV
11%</td></tr>
<tr><td></td><td colspan="2">(AK)
3% F250 All Factory Models & Trim Levels
10% Delivery to Agency 10% Factory Extended Warranty</td><td>(AL)
11.50% Ford F-250 (ICE)
11.50% Ford F-250 (DIESEL)</td></tr>
<tr><td></td><td colspan="2"></td><td>All trim levels included in % discount</td></tr>
</table>

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
15a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

15b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

16	1	% Disc	Pickup, ¾ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 3%** **10% Delivery to Agency** **10% Factory Extended Warranty**

16a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

16b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="2">Description</th></tr>
<tr><td>17</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, 1 Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td colspan="3" rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
11% Ram 3500
2% Ram 2500 Cab Chassis</td><td>(AC)
8% Ford F-350</td></tr>
<tr><td>(AF)
8% F350 – Pickup
8% F350 Chassis Cab</td><td>(AG)
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Gas Engine
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Diesel Engine
3% Chevrolet Silverado 3500HD 2WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 2WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Gas Engine
2% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Gas Engine
1% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Diesel Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Gas Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Diesel Engine
5% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Gas Engine
2% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Diesel Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Gas Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Diesel Engine 5%</td></tr>
</table>

Item 17 Continued on next page

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item 17 Continued:

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="2">Description</th></tr>
<tr><td>17</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, 1 Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td colspan="2">(AH)
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 60" CA Gas Engine
1%</td><td>(AI)
2% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine
11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Diesel Engine
2%</td></tr>
<tr><td colspan="2">(AK)
3% F350 All Factory Models - Trim Levels
10% Delivery To Agency
10% Factory Extended Warranty</td><td>(AL)
10.50% Ford F-350 (ICE)
11.50% Ford F-350 (Diesel)</td></tr>
<tr><td>Comments:</td><td colspan="2"></td><td>All trim levels included in % discount</td></tr>
</table>

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
17a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

17b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 5%**	**(AL) 6%**

18	1	% Disc	Pickup, 1 Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 10% Delivery to Agency 10% Factory Extended Warranty**

18a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

18b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
19	1	% Disc	Mid-Size Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Ranger**	**(AF)** **5% Ford Ranger (excludes Ranger Raptor)** **0% Excludes Ranger Raptor**	**(AG)** **1% Chevrolet Colorado 2WD/4WD Crew Cab** **1%**
			(AH) **1% Ford Ranger XL 2WD SuperCrew 5' Bed** **1% Ford Ranger XL 4WD SuperCrew 5' Bed** **1%**	**(AI)** **1% Jeep Gladiator Sport 4WD** **1%**	**(AK)** **1% Ranger** **10% Delivery to Agency** **10% Factory Extended Warranty**
			(AL) **10.50% Ford F-450 (ICE/DIESEL)** **10.50% Ford F-550 (ICE/DIESEL)**		
Comments:			**All trim levels included in % discount**		

19a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

19b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
20	1	% Disc	Compact Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **3% Ford Maverick**	**(AE)** **1.50% Ford Maverick**	**(AH)** **1% Ford Maverick XL FWD SuperCrew** **1% Ford Maverick XL AWD SuperCrew** **1%**
			(AK) **2% Maverick All Models & Trim Levels** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **13.50% Ford F-150 (ICE) 2.7L** **15.50% Ford F-150 (HEV)** **14.50% Ford F-150 (ICE) 3.5L**	
Comments:				**All trim levels in % discount**	

20a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **1%**	**(AH)** **2%**	**(AK)** **2%**
			(AL) **5%**			

20b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **1%**	**(AH)** **5%**	**(AK)** **5%**
			(AL) **6%**			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
21	1	% Disc	Van, Seven (7) Passenger or Cargo, ICE/HEV Powered RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster**	**(AE)** **7% Ford Transit - ICE**	**(AG)** **6% Chevrolet Express Passenger RWD 2500 135"** **6% Chevrolet Express Passenger RWD 3500 135"** **6%**
			(AH) **1% Ford Transit Passenger Wagon T350 148" Roof XL RWD** **1% Ford Transit Passenger Wagon T350 148" Roof XL AWD** **1%**	**(AI)** **1% Chrysler Voyager LX FWD** **1% Chrysler Pacifica Touring FWD** **1% Chrysler Pacifica Touring L AWD** **1%**	**(AK)** **2% 10 Passenger Configuration** **2% 12 Passenger Configuration** **2% 14 Passenger Configuration** **10% Delivery To Agency** **10% Factory Extended Warranty** **Ford Transit Cargo/ Passenger Wagon**
			(AL) **10.50% Ford Transit 150 Low Roof (ICE)** **All trim levels included in % discount**		

21a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

21b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AE)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

22	1	% Disc	Van, Seven (7) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **6% Ford eTransit - Full Electric**	**(AI)** **1% Chrylser Pacifica Hybrid Select FWD**
			(AK) **3% E-Transit** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 150 Low Roof (ICE)**
Comments:				**All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
22a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

22b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description	
23	1	% Disc	Van, Two (2) Passenger or Cargo, ICE/HEV/Diesel Powered, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster 1500** **1% Ram ProMaster 2500** **1% Ram ProMaster 3500**	**(AC)** **7% Ford Transit**
			(AF) **7% Ford Transit**	**(AG)** **6% Chevrolet Express Cargo RWD 2500 135"** **6% Chevrolet Express Cargo RWD 3500 135"**
			(AH) **1% Ford Transit Cargo Van T150 130" Low Roof RWD** **1% Ford Transit Cargo Van T250 130" Low Roof RWD** **1% Ford Transit Cargo Van T350 130" Low Roof RWD** **1% Ford Transit Cargo Van T150 130" Low Roof AWD** **1% Ford Transit Cargo Van T250 130" Low Roof AWD** **1% Ford Transit Cargo Van T350 130" Low Roof AWD** **1% Ford Transit Chassis T250 RWD SRW 138" WB** **1% Ford Transit Chassis T350 RWD SRW 138" WB** **1% Ford Transit Chassis T350 AWD SRW 138" WB** **1% Ford Transit Chassis T350 RWD DRW 138" WB** **1% Ford Transit Chassis T350 AWD DRW 138" WB** **1% Ford Transit Cutaway T250 RWD SRW 138" WB** **1% Ford Transit Cutaway T250 AWD SRW 138" WB** **1% Ford Transit Cutaway T350 RWD SRW 138"** **1% Ford Transit Cutaway T350 AWD SRW 138" WB** **1% Ford Transit Cutaway T350 RWD DRW 138" WB** **1% Ford Transit Cutaway T350 AWD DRE 138" WB** **1%**	**(AI)** **1% Ram ProMaster Cargo Van Tradesman 1500 Low Roof 118" WB w/Passenger Seat** **1% Ram ProMaster Cargo Van Tradesman 2500 Low Roof 136" WB w/Passenger Seat** **1% Ram ProMaster Cargo Van Tradesman 3500 High Roof 159" WB w/Passenger Seat** **1% Ram ProMaster Cutaway Tradesman 3500 159" WB w/Passenger Seat** **1% Ram ProMaster Window Van 2500 High Roof 159" WB** **1%**
			(AK) **3% Transit Cargo All Models & Trims** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 150 Low Roof (ICE)** **10.50% Ford Transit 250 Medium Roof (ICE)** **10.50% Ford Transit 350 High Roof (ICE)**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
23a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

23b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

24	1	% Disc	Van, Two (2) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 7% Ford Transit**	**(AF) 6% Ford eTransit - Full Electric**	**(AH) 1% Ford E-Transit Cargo Van T350 130" Low Roof 1% Ford E-Transit Chassis T350 RWD SRW 178" WB 1% Ford E-Transit Cutaway T350 RWD SRW 178" WB 1%**
			(AI) 1% Ram ProMaster Delivery Van BEV 3500 Super High Roof 159" WB 1%	**(AK) 3% E Transit All Models & Trims Econoline Cutaway 3% Transit 3% Econline Cutaway 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

24a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AI) 2%**
			(AK) 2%	**(AL) 5%**		

24b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 8% Ford Transit**	**(AH) 5%**	**(AI) 5%**
			(AK) 5%	**(AL) 6%**		

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
25	1	% Disc	Van, Fifteen (15) Passenger or Cargo, ICE/BEV/PHEV/Diesel Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster**	**(AC)** **7% Ford Transit**	**(AF)** **2%**
			(AG) **6% Chevrolet Express Passenger RWD 3500 135" 6%**	**(AH)** **1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW RWD** **1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW AWD** **1%**	**(AK)** **3% Transit Passenger Wagon** **10% Delivery to Agency** **10% Factory Extended Warranty**
			(AL) **10.50% Ford Transit 150 Low Roof (ICE)** **10.50% Ford Transit 250 Medium Roof (ICE)** **10.50% Ford Transit 350 High Roof (ICE)** **10.50% Ford Transit 250 Medium Roof Cargo (BEV)** **10.50% Ford Transit 350 High Roof Cargo (BEV)**		
Comments:			**All trim levels included in % discount**		

25a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AK)** **2%**	**(AL)** **5%**	

25b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AH) **5%**	**(AK)** **5%**	**(AL)** **6%**	

26	1	% Disc	Van, Fifteen (15) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **6% Ford eTransit**	**(AK)** **3% Transit w/aftermarket BEV package** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 250 Medium Roof Cargo (BEV)** **10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description		
26a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

26b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AA)** **2%** **Tint 5%** **Federal Signal 5%** **Sound off Signal 40%** **Troy Products 20%** **Westin Automotive / Public Safety 30%** **911 Circuts 10%** **Tiger Tough 2%** **RKI 0%** **WeatherGuard 2%** **Real Truck 5%**	**(AC)** **10% Lighting** **5% Standard Vehicle** **5% Body/Major Truck UpFit** **5% Van UpFit** **5% Emergency Lighting/Equipment**

Item 27 Continued on Next Page

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item 27 Continued

Item	Approx. Qty	UOM	Description
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AD)** **AMERICAN EAGLE Drawer Systems-H.D. 10%, AUTOCRANE Truck Cranes 5%, BOSS Air Compressors 5%, BRAND FX Fiberglass service body 5%, BUYERS Truck Accessories, 20%, BUYERS SNOW AND ICE CONTROL Truck plows & Spreaders 15%, CADET MFG Truck platforms, bodies 10%, CHELSEA Power take off, pumps 10%, COX Reels and Pumps 10%, DECKED Drawer systems 10%, DEEZEE Pickup Accessories 10%, DHOLLANDIA Liftgates 10%, DONOVAN/SHURCO Tarps and mechanisms 10%, DOUGLAS DYNAMICS Snow Removal Equipment 10%, DURA CLASS-HEIL Dump Bodies, Hoists 10%, DURALIFT Bucket trucks 5%, FEDERAL SIGNAL Warning lights, accessories 20%, FISHER Spreaders 10%, FISHER Snow Plows 5%, FORCE AMERICA PTO, Pumps/hydraulics 25%, GOLIGHT Truck Lighting 15%, GPI Transfer Fuel Pumps 5%, HENDERSON MFG Dump Bodies, Hoists 10%, HENDERSON MFG Spreaders, H.D. snow plows 10%, HIGHWAY PRODUCTS Aluminum work equipment 5%, IOWA MOLD TOOL (IMTCO) Truck Cranes 15%, IOWA MOLD TOOL (IMTCO) Dominator Crane Bodies 15%, IOWA MOLD TOOL (IMTCO) Site Star Lube Bodies 5%, INGERSOL RAND Air Compressors 5%, INTERLIFT Lift gates 10%, JACKSON CREEK MFG Metal Animal Control Bodies 2%, JOBOX -DELTA Truck Tool Boxes 30%, HOLMAN Racks, Van & Pickup 10%, HOLMAN Van Interiors 15%, KNAPHEIDE MFG Utility, Platform, Crane Bodies 10%, KNAPHEIDE MFG Cargo Utility Vans (KUV series) 0%, KNAPHEIDE-SORTIMO Van Interior Equipment 10%, (LELY) AMERICAN TANK Vacuum Septic Tanks 5%, LIFTMOORE Truck Cranes 10%, MASTER RACK Van Interiors 15%, MEYER Pickup Accessories 5%, MORGAN Dry Freight van Bodies 10%, MORGAN Refrigerated Van Bodies 10%, MOUNTAIN TARP-PIONEER Tarps and Mechanisms 5%, MUNCIE PTO, Pumps/hydraulics 25%, RANCH HAND Grill guards, accessories 10%, RC Mfg. Toolboxes 10%, RKI Toolboxes 10%, RUGBY Dump Beds 10%, SAGE OIL VAC Lube Skids, Lube trailers 2%, SENSATA / MAGNUM Inverters 5%, SHURCO / DONOVAN Tarps and Mechanisms 10%, SNOW EX Snow/Ice Control 10%, SNUG TOP Work Shells / Pickup Tonneau Covers 10%, SPACE KAP Transferable Service bodies 3%, STELLAR Hook Lifts 10%, SWAB MFG Fiberglass Animal Control Body 2%, TBEI Dump Beds 10%, TOMMY GATE (WOODBINE MFG) Liftgates 15%, TRANSFER FLOW Auxiliary Fuel Tanks 10%, TRUCKLITE Truck Lighting 0%, UTEM MFG Aerial Man Lift, Insulated and non insulated 10%, VANAIR Air Compressors 5%, VENCO VENTURO Truck Cranes 5%, VISIONX Truck Lighting 15%, VMAC Air Compressors 5%, WALTCO Liftgates 5%, WARN WINCH Electric winches 10%, WEATHER GUARD TOOLBOXES/VAN INTERIORS 10%, ALL OTHER MFG 0%**

Item 27 Continued on Next Page

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item 27 Continued

Item	Approx. Qty	UOM	Description	
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AE)** **READING TRUCK BODY - SL ST 98 SW RW1 40 U AA FFF 5%, SL ST 108 DW RW1 40 U AA FFR 5%, SL ST 132 DW RW1 40 U AA FFR 5%** **READING CRANE BODY RMS132DRW2FA045405 5%, MSS108DRW2FA100110 5%, PALFINGER CRANES** **PSC3216 3%, PSC6025H 3%** **CRYSTEEL DUMP BODY** **ETIP-87/96-1100-03Y-LBDUMP 6%, ETIP-60/96-1100-02Y-LBDUMP 6%** **MAXON LIFT GATE** **C2-60-1342 TP27 5%, C2-60-1542 TP27 5%, C2-54-1342 TP27 5%, C2-92-1650 TP35 5%, C2-92-1650 DT33 5%** **NORSTAR TRUCK BED** **SF094946002U06 3%, SR114948403U061 3%, ST114948403U061 3%** **RKI TRUCK BOXES / WINDOW GRILLES** **C63 7%, ST63 7%, M54U-1NM 7%, WG11 7%, WG15 7%**	**(AF)** **10% Upfits**
			(AJ) **3%**	**(AK)** **5% All upfits per quote specifications** **5% Service Body** **5% Flatbed** **5% Dump Body** **5% Crane** **5% Lift Gates** **5% Custom Options and Equipment**
			(AL) **6.00%**	

27a)	1	% Disc	Hourly Labor Rate			
Percentage Discount off of MSRP for Factory Options			**(AA)** **$120**	**(AC)** **$120**	**(AD)** **$100.00**	**(AE)** **$125**
			(AF) **$185**	**(AJ)** **$155.00**	**(AK)** **$125.00**	**(AL)** **$189.95**
			(AM) **$110**			

Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

Item	Approx. Qty	UOM	Description			
27b)	1	% Disc	Percentage off Discount for Equipment and Supplies			
Percentage Discount off of MSRP for Factory Options			**(AA) 2%**	**(AC) 0%**	**(AD) 5%**	**(AE) 10%**
			(AF) 10%	**(AJ) 3%**	**(AK) 5%**	**(AL) 5%**
			(AM) 2%			

***** 27 Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: 69DED6767CC1407D856C407C6D1BA41E
Status: Completed
Subject: Please DocuSign: 40-00000-24-00068 A001
Source Envelope:
Document Pages: 32 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Arrianna Romero
1100 S Saint Francis Dr
Santa Fe, NM 87502
Arrianna.Romero1@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
9/17/2024 3:32:50 PM
Holder: Arrianna Romero
Arrianna.Romero1@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/17/2024 3:36:20 PM Viewed: 9/18/2024 7:07:31 AM Signed: 9/19/2024 2:09:31 PM
Arrianna Romero Arrianna.Romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/19/2024 2:09:35 PM Viewed: 9/20/2024 10:03:25 AM Signed: 9/20/2024 10:03:37 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	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/20/2024 10:03:41 AM Viewed: 9/20/2024 10:44:22 AM Signed: 9/20/2024 10:44:30 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	9/17/2024 3:36:21 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Certified Delivered	Security Checked	9/20/2024 10:44:22 AM
Signing Complete	Security Checked	9/20/2024 10:44:30 AM
Completed	Security Checked	9/20/2024 10:44:30 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: 375DE65A-2BEB-436F-B39D-B6D94813D12E

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
13 Vendors – See Pages 6 - 9

Price Agreement Number**:** **40-00000-24-00068**

Payment Terms**:** **Net 30**

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

Delivery**:** **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

Procurement Specialist**:** **Jessica Chavez**

Telephone No.**:** **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title**:** **Automotive Vehicles**

Term**:** **August 6, 2024 thru August 5, 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: 8/6/2024

New Mexico State Purchasing Agent

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

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!*

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.

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

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 in the bid and price agreement specifications.

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

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

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

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

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

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Awarded Vendors:

(AA) 0000132535
BJW Ventures LLC. dba Accessories Unlimited
2322 Candelaria NE
Albuquerque New Mexico 87107
Jordan Liesener
505-888-5811
Ginger@wacupfitters.com

Delivery: **2322 Candelaria NE, Albuquerque New Mexico 87107**

(AB) 0000047770
Albuquerque Motor Company
9621 Coors Blvd NW
Albuquerque, NM 87114
Jason Sanchez
505-907-2483
jsanchez@melloydodge.com

Delivery: **Approx 60-120 days on ordered vehicles**

(AC) 0000049896
Bob Turner's Ford Country dba Power Ford
1101 Montano Rd NE
Albuquerque, NM 87107
Manuel Beltran
(505) 449-1268
mbeltran@myforddealer.com

Delivery: **Albuquerque and Santa Fe**

(AD) 0000045857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, Nm 87190
Kevin Stacy
505-880-8222
Kevin@cte-nm.com

Delivery: **As Requested**

(AE) 0000094627
Construction Truck Equipment, LLC
PO Box 16020
Albuquerque, NM 87191
David Frederick
(505) 292-8018
dfrederick747@gmail.com

Delivery: **As Required**

(AF) 0000051541
Don Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM 87124
Mike Michnuk
505 897-2227
mmichnuk@chalmersford.com

Delivery: **2500 Rio Rancho Dr SE Rio Rancho, NM 87124**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

(AG) 0000137865 **MCLL, Inc** **377 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.**
(AH) 0000137862 **MFLL INC** **499 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Approximately 180 days after receipt of order**
(AI) 0000137868 **MJLL INC** **357 Emilio Lopez Rd** **Los Lunas, New Mexico 87031** **Karen Sluga** **505-866-3180** **karen@melloyfleet.com**	Delivery:	**Approximately 180 days after receipt of order**
(AJ) 0000062888 **Melloy Brothers, Inc. DBA Melloy Nissan** **7707 Lomas Blvd NE** **Albuquerque, NM 87110** **Don Bonar** **505-265-8721** **donb@melloynissan.com**	Delivery:	**Albuquerque, NM**
(AK) 0000087738 **Phil Long Ford of Raton, LLC** **301 South Second Street** **Raton, NM 87740** **Rhett M. Butler** **505-514-3552** **rbutler@phillong.com**	Delivery:	**As Requested**
(AL) 0000046112 **Richardson Investments, Inc** **8601 Lomas Blvd NE** **Albuquerque, NM 87112-5048** **Joe Moralez** **(505) 275-4457** **jmoralez@rich-ford.com**	Delivery:	**Within 150 miles of Rich Ford (8601 Lomas Blvd NE, Albuquerque, NM 87112); Beyond 150 miles, as requested.**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

(AM) 0000125381
WAC Upfitters, LLC
2322 Candelaria NE
Albuquerque, NM 87107
Josh Hoyle
505-554-1966
Josh@wacupfitters.com

Delivery: **FOB Dealer**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Specifications:
Establish a Statewide Price Agreement for the Purchase of all Vehicles to include Gasoline, Diesel, Electric and Hybrid powered vehicles. This agreement will also be used to acquire law enforcement vehicles. It should be noted that utilization of this Price Agreement by non-profit organizations under contract with the State or funded in part by the state may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to section 13-1-129 (NMSA 1978).

The State is requesting bids for a percentage discount off of MSRP for all types of Vehicles meeting minimum specifications described herein.

New models announced by Manufacturers may also be utilized with the existing contract. Pricing must be equivalent to the percentage discount of other vehicle types submitted by the awarded vendor along with the required supporting documentation.

Term:
The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-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 agreement shall not exceed four (4) years.

Escalation Clause (percentage discount):
In the event of a decrease in discount, a request will be reviewed by State Purchasing Division (SPD) on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. The State Purchasing Division will not accept, or agree, to any decrease request in percentage discount, greater than five percent (5%) per year. If a requested decrease of the percentage discount is greater than the maximum allowed by the Agency, as stated previously, the Agency will consider that the amount of escalation is 0%.
Effective Dates for the decrease in discount will not be any sooner than fifteen (15) days from the date the written request is received and approved by SPD. Awarded Vendor may be required to provide the following information:
1. Contract 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 reason for increase.

Vendor must also supply a Letter from Manufacturer addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as reason for increase. Requests for increase due to labor do not apply and will not be approved.

Note to State Agencies:

1. Executive Branch Agencies need to acquire Transportation Services Division approval to purchase state vehicles (per 15-8-7 NMSA 1978). Under Section 15-8-3 NMSA 1978, a "state vehicle means an automobile, van, sport-utility truck, pickup truck or other vehicle with a declared gross vehicle weight of less than ten thousand pounds used by a State Agency to transport passengers or property[.]"

2. Sufficient ordering time must be given to vendors to fulfill each order. Vendors are not responsible for filling orders placed for less than one hundred eighty (180) days prior to end of each fiscal year.

3. Agencies must list a contact person, telephone number, and correct title information, for the vehicle, in the "Bill To" section on the purchase document. There will be an additional charge for lien requirements.

The vehicles purchased by the State may be federally funded; therefore the New Mexico Resident/Veteran/Native American Preferences shall not apply to the evaluation of this Invitation to Bid.

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Method of Award:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Note to Bidders:
All Items should be completed by bidders for maximum benefit and participation. Blank fields are equivalent to "No Bid" and will not be awarded. This would prevent newer models from being sold by the Awarded Vendor.

Quantities Goods:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

Qualified Bidders:
Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the Awarded Vendor, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Awarded Vendor. (Example: truck chassis with dump body installed.)

Intent of Specifications:
The specifications are intended to describe equipment for use by the ordering agency which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model are not intended to be restrictive but to set forth an acceptable level of quality, design and size. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

The various types of vehicles include, but are not limited to:
- BEV- Battery Electric Vehicle, ONLY powered by battery/ 100% electric.
- PHEV- Plug-in Hybrid Electric Vehicle, electric and gas, you can plug in.
- HEV- Hybrid Electric Vehicle, electric and gas, cannot be plugged in.
- ICE – Internal Combustion Vehicle, powered only by gasoline
- DIESEL – Diesel powered vehicle, powered by diesel only

Minimum Specifications:
Vehicle specifications must meet all Federal and State Safety Standard requirements. This does not give a bidder permission to omit required equipment.

Vehicles shall include the following:
Cruise control & tilt wheel
Door Locks: Power
Floor mats: Factory
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Bluetooth/Hands Free
Radio: Factory Digital Standard

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Transmission: Automatic
Windows: Power

The following conditions shall apply to all items.

A. All specifications are minimum requirements.
B. Bidder must be a factory authorized in-state dealer, and have parts and service facilities within the state of New Mexico
C. Units shall be new current production year models; no demonstration models, used, rebuilt, or refurbished vehicles will be accepted.
D. Units shall meet all federal and state safety requirements.
E. Units shall include all standard items as listed in manufacturer's literature.
F. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency, if applicable.
G. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
H. Units are to be transported to the dealer's place of business, rather than driven.
I. All ordered options shall be installed.
J. Award shall be based on current MSRP, less awarded vendors' percentage discount, F.O.B. to dealers location,
K. MSRP listing all specifications and factory options must be provided to user agency during quotation process, less awarded vendors' percentage discount.
L. Requested delivery: Within estimated one hundred eighty (180) working days ARO depending on vehicle, subject to availability.
M. All vehicles shall include all OEM equipment, unless otherwise specified in Price Agreement specifications
N. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
O. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days after receipt of order. Verbal orders are not valid.
P. Ornamentation – advertising: No dealer advertisement shall be displayed on any part of the of vehicle(s)
Q. Pricing for vehicles shall include all discounts and deductions including government concessions, less Federal and State taxes. Percentage Discount off of current MSRP shall be firm for the duration of the Contract period.
R. All factory options must be reflected on MSRP less the awarded vendor's percentage discount applied.
S. Vendor must provide manufacturer's current catalog list prices less awarded vendor's percentage discounts applied for all after-market options requested.
T. All vehicles are to be billed at current MSRP prices at the time of order, not the date of shipment.
U. All actual "build out" schedules must be submitted by the Supplier as it is made aware to them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
V. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.

Definition: "Build out date" – when manufacturer stops accepting orders subject to availability.

Notice to selling dealer(s): Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at dealer's expense.

Payment Provisions:

Within fifteen (15) days after the date the User Agency receives written notice from the Awarded Vendor that payment is requested for services or items of tangible personal property delivered on site and received, the User Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the User Agency finds that the services 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 Awarded Vendor that payment is requested, provide to the Awarded Vendor, a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with the details of how the Awarded Vendor may proceed to provide remedial action.

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Upon acceptance by the User Agency that the services or delivered tangible personal property have been received and accepted, payment shall be tendered to the Awarded Vendor within thirty (30) 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 (30th) 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 Awarded Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local 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 Awarded Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the User Agency's Secretary or his duly authorized representative.

Prompt payment to awarded vendor is very important. User Agency(ies) must make every effort to expedite payment within ten (10) days, or sooner, from receipt is according to Section 13-1-158 (b) NMSA 1978.

The awarded vendor has the right to withhold vehicle transaction documents (M.S.O.) until payment has received.
In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts not to exceed one and one-half percent (1 ½%) per month of the unpaid balance. Paragraph C of section 13-1-158 (NMSA 1978) also states that if the payment shall be deemed on the date it is postmarked.

Payment or acceptance Not Conclusive:
Vendor must supply agency with a computer generated invoice for payment. No payment made under this Price Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, or conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the Price Agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

Tax Note:
Bid shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Late Delivery:
It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the Price Agreement on time, that time is of the essence in the performance of this Price Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

Motor Vehicle Regulations:
Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals and Warranties:
When the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):
A) Documents of title (released at time of payment);
B) Certificate of origin (to be released at time of payment);

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

C) Warranty and guarantee certificates;
D) Certifications specified in the contract; and
E) Manuals specified in the contract.

Warranty Service:
The successful bidder shall arrange to provide a service facility employing factory trained service representatives to service the equipment and all components described herein warranty service shall be provided to the user agency on a priority basis. Upon notification to the bidder or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user's option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as prescribed in the general conditions and instructions to bidders. Vendors must provide certified proof of service capabilities for alternative fuel vehicle, prior to award.

Responsibility of Bidders:
It shall be the responsibility of the bidder(s) to secure written quotations on price and delivery from manufacturers among the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys which will show conclusively:

Maintenance and reliability experience of units in service for at least one (1) year

Additional date in the opinion of the bidder on the actual performance of equipment will assist the State in selecting the most effective cost efficient unit offered by the bidder

***** End of Specifications *****

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
1	1	% Disc	Sub-Compact, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD			
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AG)** **4%** **ICE - Nissan Versa S** **Model Year 2024** **Built/Sold out** **4%** **ICE - Subaru Impreza Base** **Model Year 2025** **Pricing has not been released**	**(AJ)** **2%** **Nissan Versa**	**(AL)** **13.5%** **Ford Escape (ICE)** **14.5%** **Ford Edge (ICE)** **11.5%** **Ford Bronco Sport (ICE)** **8.5%** **Ford Maverick (ICE)** **8.5%** **Ford Maverick (HEV)**
Comments:						**All trim levels included in % discount**

1a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
			(AF)	**(AJ)**	**(AL)**
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**2%**	**2%**	**5%**

1b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

1.5	1	% Disc	Sub-Compact, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AI)** **2% Nissan Z**	**(AL)** **10.5% Ford Mustang** **All trim levels included in % discount**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
1.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

1.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AJ)** **2%**	**(AL)** **6%**

2	1	% Disc	Sub-Compact, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AG)** **8% BEV - Nissan Leaf S** **8% BEV - Nissan Leaf SV Plus**	**(AL)** **13.5% Ford Escape (PHEV)** **9.5% Ford Mach-E (BEV)** **All trim levels included in % discount**

2a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**	**(AL)** **6%**

2.5)	1	% Disc	Sub-Compact, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **2%**

2.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
3	1	% Disc	Mid-size Sedan, ICE/HEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AG)** **1%** **Chevrolet Malibu 4 Dr Sedan**
			(AI) **3% Nissan Sentra** **3% Nissan Sentra**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)**
Comments:				**All trim levels included in % discount**

3a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AI)** **3%**	**(AL)** **5%**

3b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AI)** **3%**	**(AL)** **5%**

3.5	**1**	% Disc	Mid-size Sedan, ICE/HEV Powered, Two (2) door, FWD, AWD, RWD			
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Mustang ECOBOOST GT** **No Specialty**	**(AF)** **2%**	**(AG)** **1%** **Chevy Camaro**	**(AH)** **1%** **Ford Mustang** **1% Ford Mustang GT**
			(AI) **2%** **Nissan Z**	**(AK)** **5% Mustang All Factory Models**	**(AL)** **10.5% Ford Mustang (ICE)**	
Comments:				**Delivery to Agency: 10%** **Factory Extended Warranty: 10%**		

3.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**	**(AJ)** **2%**
			(AJ) **2%**	**(AL)** **5%**		

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
3.5b)	1	%Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2% Mustang**	**(AG)** **2%**	**(AH)** **2%**	**(AJ)** **2%**
			(AJ) **2%**	**(AL)** **5%**		

4	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **10%**	**(AL)** **13.50% Ford Escape (HEV)** **9.50% Ford Mach-E (BEV)**

4a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **5%**

4b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **6%**

4.5	1	% Disc	Mid-size Sedan, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.			**(AF)** **10%** **Mustang Mach-e Electric**	**(AK)** **5% Mustang all Factory Models** **Delivery To Agency: 10%** **Factory Extended Warranty: 10%**

4.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

4.5b)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Four (4) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Charger** **10%** **Dodge Charger Pursuit**	**(AF)** **2%**	**(AI)** **1% Dodge Charger SXT RWD** **1% Dodge Charger SXT AWD** **1% Dodge Charger Police RWD** **10% Dodge Charger Police AWD** **10% Chrysler 300 Touring RWD** **1% Chrysler 300 Touring AWD** **1%**
			(AI) **3%** **Nissan Altima**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50%Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)**	
Comments:				**All trim levels included in % discount**	

5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AL)** **5%**

5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **5%**	**(AKJ)** **3%**	**(AL)** **6%**

5.5	1	% Disc	Full-size Sedan, ICE/HEV/Diesel Powered, Two (2) door, FWD, AWD, RWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Challenger 1%**	**(AF)** **2%**	**(AI)** **1% Dodge Challenger SXT RWD** **1% Dodge Challenger SXT AWD**
			(AI) **2%** **Nissan Z**	**(AL)** **10.50%** **Ford Mustang (ICE)**	
Comments:				**All trim levels included in % discount**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
5.5a)	1	Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AI)** **2%**	**(AI)** **2%**
			(AL) **5%**			

5.5b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AF)** **2%**	**(AI)** **5%**	**(AI)** **2%**
			(AL) **6%**			

6	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AL)** **13.50%** **Ford Escape (PHEV)** **9.50%** **Ford Mach-E (BEV)**
Comments:				**All trim levels included in % discount**

6a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AL)** **5%**

6b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AL)** **6%**

6.5	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Two (2) door, FWD, AWD, RWD
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**

6.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AM)** **5%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
6.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
			(AF)	**(AM)**
Percentage Discount off of MSRP for Factory Options			**2%**	**6%**

7	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Dodge Hornet**	**(AC)** **7% Ford Edge** **7% Ford Bronco Sport** **7% Ford Escape** **3% Ford Bronco Full Size** **No Specialty**	**(AF)** **5% Ford Escape** **5% Ford Edge** **5% Bronco Sport**
			(AG) **2% Chevrolet Blazer FWD/AWD** **3% Chevrolet Equinox FWD/AWD** **2%**	**(AH)** **1% Ford Escape Base FWD** **1% Ford Escape Base AWD**	**(AI)** **1% Dodge Hornet GT AWD** **1% Jeep Compass Sport 4WD**
			(AI) **2% Nissan Kicks**	**(AJ)** **5% Ford Escape** **3% Escape Base** **5% Escape Active** **5% Escape Platinum** **5% Escape ST** **3% Escape - Hybrid** **2% Escape Plug-in Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10.00% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**For Hybrid & Plug-in Hybrid: When Available**	**All trim levels included in % discount**

7a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AJ)** **2%**	**(AL)** **5%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
7b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AG) 5%	**(AI) 5%**	**(AJ) 5%**	**(AM) 6%**

7.5	1	% Disc	Sports Utility Vehicle (SUV), ICE/HEV Powered, Crossover, Two (2) door, 4X4, AWD, RWD, FWD.		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 3% Ford Bronco Full Size No Specialty**	**(AF) 2% Ford Bronco - 2 door model**	**(AG) 1% Ford Bronco Big Bend**
			(AI) 1% Jeep Wrangler Sport	**(AI) 3% Nissan Rogue 3% Nissan Murano**	**(AJ) 6% Ford Edge All Factory Models 10% Delivery to Agency 10% Factory Extended Warranty**

7.5a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AI) 2%**
			(AI) 3%	**(AJ) 2%**	**(AL) 5%**	

7.5b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 2%**	**(AH) 5%**	**(AI) 5%**
			(AI) 3%	**(AJ) 5%**	**(AL) 6%**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
8	1	% Disc	Sports Utility Vehicle (SUV), BEV/PHEV Powered, Crossover, Five (5) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Hornet 1%**	**(AC)** **5%** **1% Ford Mach E** **5% Ford Escape Plug In**	**(AF)** **2% Ford Escape - PHEV**
			(AG) **1% Chevrolet Blazer EV RWD/eAWD** **1% Chevrolet Blazer EV eAWD Police**	**(AH)** **1% Ford Mustang Mach-E Select RWD** **1% Ford Mustang Mach-E Select AWD**	**(AI)** **1% Dodge Hornet R/T eAWD**
			(AI) **3% Nissan Ariya**	**(AJ)** **2% Ford Escape Plug In Hybrid** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (PHEV)** **9.50% Fprd Mach-E (BEV)**
Comments:				**When available**	**All trim levels included in % discount**

8a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AJ)** **2%**
			(AL) **5%**			

8b)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AI) **5%**	**(AI)** **5%**	**(AJ)** **3%**	**(AL)** **5%**
			(AL) **6%**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
9	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **7%** **7% Ford Explorer** **7% Ford Explorer Interceptor**	**(AF)** **5% Ford Explorer**
			(AG) **1% Chevrolet Traverse Limited FWD/AWD** **1% Chevrolet Traverse 4 Dr LS (FWD)** **3% Chevrolet Traverse 4 DR Z71 (AWD)**	**(AH)** **1% Ford Edge SE AWD** **1% Ford Explorer Base RWD** **1% Ford Explorer Base 4WD 1%** **1% Ford Explorer Police Interceptor Utility AWD** **3% Ford Bronco Big Bend 4 Dr 4WD** **1% Ford Bronco Sport Big Bend 4WD**	**(AI)** **1% Dodge Durango SXT RWD** **1% Dodge Durango SXT AWD** **1% Dodge Durango Pursuit AWD** **6% Jeep Grand Cherokee Laredo 2WD** **2% Jeep Grand Cherokee Laredo 4WD** **2% Jeep Grand Cherokee L Laredo 2WD** **2% Jeep Grand Cherokee L Laredo 4WD**
			(AI) **3% Nissan Rogue** **3% Nissan Pathfinder**	**(AJ)** **3% Bronco Sport** **2% All Factory Civilian Model Explorer** **4% Explorer Police Interceptor EcoBoost AWD** **4.50% Explorer Police Interceptor Flex Fuel AWD** **4.50% Explorer Police Interceptor Hybrid AWD** **10% Delivery to Agency** **10% Factory Extended Warranty & Police Upfits**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**Ford Explorer / Bronco Sport**	**All trim levels included in % discount**

9a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AJ)** **2%**
			(AL) **5%**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
9b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AI) 3%**	**(AJ) 5%**
			(AL) 6%			

10	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2% Ford Explorer - 4x4 - PHEV (timing TBD)**	**(AI) 1% Jeep Grand Cherokee 4xe 4WD 2% Jeep Wrangler 4xe Sport S 4WD 1%**	**(AJ) 3% Nissan Ariya**
			(AK)	**(AL)**	
			1% Mach E Mustang 1% Explorer 10% Delivery to Agency 10% Factory Extended Warranty	**13.50% Ford Escape (PHEV) 9.50% Ford Mach-E (BEV)**	
Comments:			**BEV / PHEV SUV**	**All trim levels included in % discount**	

10a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

10b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
11)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, Four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **8%** **8% Ford Expedition** **8% ForLud Expedition**	**(AF)** **8% Ford Expedition** **2% Ford Bronco - 4 door**
			(AG) **2% Chevrolet Tahoe 2WD/4WD** **3% Chevrolet Tahoe 4WD SSV** **2% Chevrolet Tahoe 2WD/4WD PPV** **2% Chevrolet Suburban 2WD/4WD** **3%**	**(AH)** **1% Ford Expedition XL 2WD** **1% Ford Expedition XL 4WD** **1% Ford Expedition XL 2WD SSV** **4% Ford Expedition XL 4WD SSV** **4% Ford Expedition Max XL 2WD** **1% Ford Expedition Max XL 4WD** **1%**	**(AI)** **1%** **Jeep Wagoneer 2WD 1%** **Jeep Wagoneer 4WD 1%** **Jeep Wagoneer L 2WD 1%** **Jeep Wagoneer L 4WD 1%** **Jeep Grand Wagoneer L 4WD 1%**
			(AJ) **3% Nissan Armada**	**(AK)** **1% Ford Bronco Full Size 4 Door** **1% Ford Bronco Full Size 2 Door** **5% All Civilian Model Expedition** **4% Special Service Model Expedition** **10% Police Uplifts** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **13.50% Ford Escape (ICE)** **14.50%** **Ford Edge (ICE)** **11.50%** **Ford Bronco Sport (ICE)** **8.50%** **Ford Maverick (ICE)** **8.50%** **Ford Maverick (HEV)** **10%** **Ford Explorer (ICE)** **11.50%** **Ford Expedition (ICE)**
Comments:					**All trim levels included in % discount**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
11a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 3%**	**(AK) 2%**
			(AL) 5%			

11b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 3%**	**(AK) 5%**
			(AL) 6%			

12)	1	% Disc	Full-Size Sports Utility Vehicle (SUV), BEV/PHEV Powered, Four (4) door, 4X4, AWD, RWD, FWD RWD.	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AL) 13.5% Ford Escape (PHEV) 9.5% Ford Mach-E (BEV)**

12a)	1	% Disc	Percentage Discount off of MSRP for Factory Options	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AL) 5%**

12b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.	
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AL) 6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
13	1	% Disc	Pickup, ½ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **2%** **Ram 1500 DS 10%** **Ram 1500 DT 2%** **Ram 1500 SSV 14%**	**(AC)** **8%** **8% Ford F-150** **10% Ford F-150 Interceptor**	**(AF)** **5% Ford F150 - ICE** **5% Ford F150 – Hybrid / PowerBoost** **0% Ford F-150 – excludes Raptor**
			(AG) **1% Chevrolet Silverado 1500 2WD/4WD Reg Cab** **1% Chevrolet Silverado 1500 2WD/4WD Double Cab** **1% Chevrolet Silverado 1500 2WD/4WD Crew Cab** **1% Chevrolet Silverado 1500 2WD/4WD SSV** **3% Chevrolet Silverado 1500 4WD PPV** **4%**	**(AH)** **1% Ford F150 XL 2WD Reg Cab 6.5' Bed** **1% Ford F150 XL 2WD SuperCab 6.5' Bed** **1% Ford F150 XL 2WD SuperCrew 5.5' Bed** **2% Ford F150 XL 4WD Reg Cab 6.5' Bed** **2% Ford F150 XL 4WD SuperCab 6.5' Bed** **2% Ford F150 XL 4WD SuperCrew 5.5' Bed** **2% Ford F150 Police Responder XL 4WD SuperCrew 5.5' Bed** **4%**	**(AI)** **1% Ram 1500 Tradesman 2WD Quad Cab 6'4" Bed** **1% Ram 1500 Tradesman 2WD Crew Cab 5'7" Bed** **1% Ram 1500 Tradesman 4WD Quad Cab 6'4" Bed** **1% Ram 1500 Tradesman 4WD Crew Cab 5'7" Bed** **1% Ram 1500 Tradesman Classic 2WD Quad Cab 6'4" Bed** **10% Ram 1500 Tradesman Classic 2WD Crew Cab 5'7" Bed** **10% Ram 1500 Tradesman Classic 4WD Quad Cab 6'4" Bed** **10% Ram 1500 Tradesman Classic 4WD Crew Cab 5'7" Bed** **10% Ram 1500 Classic SSV 4WD Crew Cab 5'7" Bed** **12%**
			(AJ) **2% Nissan Frontier** **3% Nissan Titan**	**(AK)** **1% Ranger** **4% F150 Regular Cab** **5% F150 Extended/Super Cab** **5% F150 Crew Cab** **5% F150 Crew Cab Hybrid** **5% F150 Crew Cab Police Responder** **1% F150 Crew Cab Raptor** **10% Delivery to Agency & Police Upfit**	**(AL)** **13.50% Ford F-150 (ICE) 2.7L** **15.50% Ford F-150 (HEV)** **14.50% Ford F-150 (ICE) 3.5L**
Comments:				**Limited Availability for F150 Crew Cab Raptor**	**All trim levels included in % discount**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
13a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 2%**	**(AK) 2% (1% on Raptor Factory Options)**
			(AL) 5%			

13b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 2%**	**(AK) 5%**
			(AL) 6%			

14	1	% Disc	Pickup, ½ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 5% Ford Lightning**	**(AF) 8% Ford Lightning - Full Electric (W1B Model)**	**(AG) 0% Chevrolet Silverado EV e4WD Crew Cab**
			(AH) 1% Ford F150 Lightning Pro 4WD SuperCrew 5.5' Bed	**(AK) 3% F150 Lightning 10% Delivery To Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford F-150 Lightning (BEV)**
Comments:					**All trim levels included in % discount**

14a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AK) 2%**
			(AL) 5%			

14b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 2%**	**(AG) 5%**	**(AH) 5%**
			(AK) 5%	**(AL) 6%**		

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="2">Description</th></tr>
<tr><td>15</td><td>1</td><td>% Disc</td><td colspan="2">Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD</td></tr>
<tr><td colspan="3" rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
11% Ram 2500</td><td>(AC)
8% Ford F-250</td></tr>
<tr><td>(AF)
8% F250</td><td>(AG)
1% Chevrolet Silverado 2500HD 2WD Reg Cab Gas/Diesel Engine
1% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Double Cab 149" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Double Cab 149" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Double Cab 149" Diesel Engine
5% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 2500HD 2WD Crew Cab 159" Diesel Engine
4% Chevrolet Silverado 2500HD 4WD Crew Cab 159" Diesel Engine 5%</td></tr>
<tr><td>(AH)
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F250 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine 1%</td><td>(AI)
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 2500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 2500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine *includes SSV
11% Ram 2500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine *includes SSV
11%</td></tr>
</table>

ITEM 15 Continued on next page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

ITEM 15 Continued

Item	Approx. Qty	UOM	Description	
15	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AK) 3% F250 All Factory Models & Trim Levels 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 11.50% Ford F-250 (ICE) 11.50% Ford F-250 (DIESEL)**
				All trim levels included in % discount

15a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

15b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

16	1	% Disc	Pickup, ¾ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 3% 10% Delivery to Agency 10% Factory Extended Warranty**

16a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

16b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
17	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **11% Ram 3500** **2% Ram 2500 Cab Chassis**	**(AC)** **8% Ford F-350**
			(AF) **8% F350 – Pickup** **8% F350 Chassis Cab**	**(AG)** **1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Gas Engine** **1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Diesel Engine** **3% Chevrolet Silverado 3500HD 2WD Double Cab 162" Gas Engine** **4% Chevrolet Silverado 3500HD 2WD Double Cab 162" Diesel Engine** **5% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Gas Engine** **3% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Diesel Engine** **5% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Gas Engine** **2% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Diesel Engine** **4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Gas Engine** **4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Diesel Engine** **5% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Gas Engine** **4% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Diesel Engine** **5% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Gas Engine** **1% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Diesel Engine** **3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Gas Engine** **3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Diesel Engine** **5% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Gas Engine** **2% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Diesel Engine** **4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Gas Engine** **4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Diesel Engine 5%**

Item 17 Continued on Next Page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item 17 Continued

Item	Approx. Qty	UOM	Description	
17	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AH)** **1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine** **1% Ford Super Duty F350 SRW XL 2WD Reg Cab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD SuperCab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 2WD Crew Cab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Reg Cab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD SuperCab 60" CA Gas Engine** **1% Ford Super Duty F350 SRW XL 4WD Crew Cab 60" CA Gas Engine** **1%**	**(AI)** **2% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Gas Engine** **11% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine** **11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine** **11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine** **11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Gas Engine** **11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine** **11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine** **11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine** **11% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" Diesel Engine** **2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Diesel Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Diesel Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Gas Engine** **2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Diesel Engine** **2%**
			(AK) **3% F350 All Factory Models - Trim Levels** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford F-350 (ICE)** **11.50% Ford F-350 (Diesel)**
Comments:				**All trim levels included in % discount**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
17a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

17b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AJ) 5%**	**(AL) 6%**

18	1	% Disc	Pickup, 1 Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 2%**	**(AK) 10% Delivery to Agency 10% Factory Extended Warranty**

18a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

18b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
19	1	% Disc	Mid-Size Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **5% Ford Ranger**	**(AF)** **5% Ford Ranger (excludes Ranger Raptor)** **0% Excludes Ranger Raptor**	**(AG)** **1% Chevrolet Colorado 2WD/4WD Crew Cab** **1%**
			(AH) **1% Ford Ranger XL 2WD SuperCrew 5' Bed** **1% Ford Ranger XL 4WD SuperCrew 5' Bed** **1%**	**(AI)** **1% Jeep Gladiator Sport 4WD** **1%**	**(AK)** **1% Ranger** **10% Delivery to Agency** **10% Factory Extended Warranty**
			(AL) **10.50% Ford F-450 (ICE/DIESEL)** **10.50% Ford F-550 (ICE/DIESEL)**		
Comments:			**All trim levels included in % discount**		

19a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

19b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
20	1	% Disc	Compact Pickup, ICE/HEV/Diesel/BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC)** **3% Ford Maverick**	**(AE)** **1.50% Ford Maverick**	**(AH)** **1% Ford Maverick XL FWD SuperCrew** **1% Ford Maverick XL AWD SuperCrew** **1%**
			(AK) **2% Maverick All Models & Trim Levels** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **13.50% Ford F-150 (ICE) 2.7L** **15.50% Ford F-150 (HEV)** **14.50% Ford F-150 (ICE) 3.5L**	
Comments:				**All trim levels in % discount**	

20a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC)** **3%**	**(AF)** **1%**	**(AH)** **2%**	**(AK)** **2%**
			(AL) **5%**			

20b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC)** **5%**	**(AF)** **1%**	**(AH)** **5%**	**(AK)** **5%**
			(AL) **6%**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
21	1	% Disc	Van, Seven (7) Passenger or Cargo, ICE/HEV Powered RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster**	**(AE)** **7% Ford Transit - ICE**	**(AG)** **6% Chevrolet Express Passenger RWD 2500 135"** **6% Chevrolet Express Passenger RWD 3500 135"** **6%**
			(AH) **1% Ford Transit Passenger Wagon T350 148" Roof XL RWD** **1% Ford Transit Passenger Wagon T350 148" Roof XL AWD** **1%**	**(AI)** **1% Chrysler Voyager LX FWD** **1% Chrysler Pacifica Touring FWD** **1% Chrysler Pacifica Touring L AWD** **1%**	**(AK)** **2% 10 Passenger Configuration** **2% 12 Passenger Configuration** **2% 14 Passenger Configuration** **10% Delivery To Agency** **10% Factory Extended Warranty** **Ford Transit Cargo/ Passenger Wagon**
			(AL) **10.50% Ford Transit 150 Low Roof (ICE)** **All trim levels included in % discount**		

21a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AF)** **2%**	**(AG)** **2%**	**(AH)** **2%**
			(AI) **2%**	**(AK)** **2%**	**(AL)** **5%**	

21b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AE)** **2%**	**(AG)** **5%**	**(AH)** **5%**
			(AI) **5%**	**(AK)** **5%**	**(AL)** **6%**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
22	1	% Disc	Van, Seven (7) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **6% Ford eTransit - Full Electric**	**(AI)** **1% Chrylser Pacifica Hybrid Select FWD**
			(AK) **3% E-Transit** **10% Delivery to Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 150 Low Roof (ICE)**
Comments:				**All trim levels included in % discount**

22a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

22b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

23	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1% Ram ProMaster 1500** **1% Ram ProMaster 2500** **1% Ram ProMaster 3500**	**(AC)** **7% Ford Transit**
			(AF) **7% Ford Transit**	**(AG)** **6% Chevrolet Express Cargo RWD 2500 135"** **6% Chevrolet Express Cargo RWD 3500 135"**

Item 23 Continued on Next Page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description	
23	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AH)** **1% Ford Transit Cargo Van T150 130" Low Roof RWD** **1% Ford Transit Cargo Van T250 130" Low Roof RWD** **1% Ford Transit Cargo Van T350 130" Low Roof RWD** **1% Ford Transit Cargo Van T150 130" Low Roof AWD** **1% Ford Transit Cargo Van T250 130" Low Roof AWD** **1% Ford Transit Cargo Van T350 130" Low Roof AWD** **1% Ford Transit Chassis T250 RWD SRW 138" WB** **1% Ford Transit Chassis T350 RWD SRW 138" WB** **1% Ford Transit Chassis T350 AWD SRW 138" WB** **1% Ford Transit Chassis T350 RWD DRW 138" WB** **1% Ford Transit Chassis T350 AWD DRW 138" WB** **1% Ford Transit Cutaway T250 RWD SRW 138" WB** **1% Ford Transit Cutaway T250 AWD SRW 138" WB** **1% Ford Transit Cutaway T350 RWD SRW 138"** **1% Ford Transit Cutaway T350 AWD SRW 138" WB** **1% Ford Transit Cutaway T350 RWD DRW 138" WB** **1% Ford Transit Cutaway T350 AWD DRE 138" WB** **1%**	**(AI)** **1% Ram ProMaster Cargo Van Tradesman 1500 Low Roof 118" WB w/Passenger Seat** **1% Ram ProMaster Cargo Van Tradesman 2500 Low Roof 136" WB w/Passenger Seat** **1% Ram ProMaster Cargo Van Tradesman 3500 High Roof 159" WB w/Passenger Seat** **1% Ram ProMaster Cutaway Tradesman 3500 159" WB w/Passenger Seat** **1% Ram ProMaster Window Van 2500 High Roof 159" WB** **1%**
			(AK) **3% Transit Cargo All Models & Trims** **10% Delivery To Agency** **10% Factory Extended Warranty**	**(AL)** **10.50% Ford Transit 150 Low Roof (ICE)** **10.50% Ford Transit 250 Medium Roof (ICE)** **10.50% Ford Transit 350 High Roof (ICE)**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
23a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AK) 2%**	**(AL) 5%**

23b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AI) 5%**	**(AK) 5%**	**(AL) 6%**

24	1	% Disc	Van, Two (2) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AC) 7% Ford Transit**	**(AF) 6% Ford eTransit - Full Electric**	**(AH) 1% Ford E-Transit Cargo Van T350 130" Low Roof 1% Ford E-Transit Chassis T350 RWD SRW 178" WB 1% Ford E-Transit Cutaway T350 RWD SRW 178" WB 1%**
			(AI) 1% Ram ProMaster Delivery Van BEV 3500 Super High Roof 159" WB 1%	**(AK) 3% E Transit All Models & Trims Econoline Cutaway 3% Transit 3% Econline Cutaway 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

24a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AC) 3%**	**(AF) 2%**	**(AH) 2%**	**(AI) 2%**
			(AK) 2%	**(AL) 5%**		

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
24b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AC) 5%**	**(AF) 8% Ford Transit**	**(AH) 5%**	**(AI) 5%**
			(AK) 5%	**(AL) 6%**		

25	1	% Disc	Van, Fifteen (15) Passenger or Cargo, ICE/BEV/PHEV/Diesel Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB) 1% Ram ProMaster**	**(AC) 7% Ford Transit**	**(AF) 2%**
			(AG) 6% Chevrolet Express Passenger RWD 3500 135" 6%	**(AH) 1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW RWD 1% Ford Transit Passenger Wagon T350 HD 148" EL High Roof XL DRW AWD 1%**	**(AK) 3% Transit Passenger Wagon 10% Delivery to Agency 10% Factory Extended Warranty**
			(AL) 10.50% Ford Transit 150 Low Roof (ICE) 10.50% Ford Transit 250 Medium Roof (ICE) 10.50% Ford Transit 350 High Roof (ICE) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)		
Comments:			**All trim levels included in % discount**		

25a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AK) 2%**	**(AL) 5%**	

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
25b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AK) 5%**	**(AL) 6%**	

26	1	% Disc	Van, Fifteen (15) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 6% Ford eTransit**	**(AK) 3% Transit w/aftermarket BEV package 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

26a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

26b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AA) 2% Tint 5% Federal Signal 5% Sound off Signal 40% Troy Products 20% Westin Automotive / Public Safety 30% 911 Circuts 10% Tiger Tough 2% RKI 0% WeatherGuard 2% Real Truck 5%**	**(AC) 10% Lighting 5% Standard Vehicle 5% Body/Major Truck UpFit 5% Van UpFit 5% Emergency Lighting/Equipment**

Item 27 Continued on Next Page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item 27 Continued

Item	Approx. Qty	UOM	Description
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AD)** **AMERICAN EAGLE Drawer Systems-H.D. 10%, AUTOCRANE Truck Cranes 5%, BOSS Air Compressors 5%, BRAND FX Fiberglass service body 5%, BUYERS Truck Accessories, 20%, BUYERS SNOW AND ICE CONTROL Truck plows & Spreaders 15%, CADET MFG Truck platforms, bodies 10%, CHELSEA Power take off, pumps 10%, COX Reels and Pumps 10%, DECKED Drawer systems 10%, DEEZEE Pickup Accessories 10%, DHOLLANDIA Liftgates 10%, DONOVAN/SHURCO Tarps and mechanisms 10%, DOUGLAS DYNAMICS Snow Removal Equipment 10%, DURA CLASS-HEIL Dump Bodies, Hoists 10%, DURALIFT Bucket trucks 5%, FEDERAL SIGNAL Warning lights, accessories 20%, FISHER Spreaders 10%, FISHER Snow Plows 5%, FORCE AMERICA PTO, Pumps/hydraulics 25%, GOLIGHT Truck Lighting 15%, GPI Transfer Fuel Pumps 5%, HENDERSON MFG Dump Bodies, Hoists 10%, HENDERSON MFG Spreaders, H.D. snow plows 10%, HIGHWAY PRODUCTS Aluminum work equipment 5%, IOWA MOLD TOOL (IMTCO) Truck Cranes 15%, IOWA MOLD TOOL (IMTCO) Dominator Crane Bodies 15%, IOWA MOLD TOOL (IMTCO) Site Star Lube Bodies 5%, INGERSOL RAND Air Compressors 5%, INTERLIFT Lift gates 10%, JACKSON CREEK MFG Metal Animal Control Bodies 2%, JOBOX -DELTA Truck Tool Boxes 30%, HOLMAN Racks, Van & Pickup 10%, HOLMAN Van Interiors 15%, KNAPHEIDE MFG Utility, Platform, Crane Bodies 10%, KNAPHEIDE MFG Cargo Utility Vans (KUV series) 0%, KNAPHEIDE-SORTIMO Van Interior Equipment 10%, (LELY) AMERICAN TANK Vacuum Septic Tanks 5%, LIFTMOORE Truck Cranes 10%, MASTER RACK Van Interiors 15%, MEYER Pickup Accessories 5%, MORGAN Dry Freight van Bodies 10%, MORGAN Refrigerated Van Bodies 10%, MOUNTAIN TARP-PIONEER Tarps and Mechanisms 5%, MUNCIE PTO, Pumps/hydraulics 25%, RANCH HAND Grill guards, accessories 10%, RC Mfg. Toolboxes 10%, RKI Toolboxes 10%, RUGBY Dump Beds 10%, SAGE OIL VAC Lube Skids, Lube trailers 2%, SENSATA / MAGNUM Inverters 5%, SHURCO / DONOVAN Tarps and Mechanisms 10%, SNOW EX Snow/Ice Control 10%, SNUG TOP Work Shells / Pickup Tonneau Covers 10%, SPACE KAP Transferable Service bodies 3%, STELLAR Hook Lifts 10%, SWAB MFG Fiberglass Animal Control Body 2%, TBEI Dump Beds 10%, TOMMY GATE (WOODBINE MFG) Liftgates 15%, TRANSFER FLOW Auxiliary Fuel Tanks 10%, TRUCKLITE Truck Lighting 0%, UTEM MFG Aerial Man Lift, Insulated and non insulated 10%, VANAIR Air Compressors 5%, VENCO VENTURO Truck Cranes 5%, VISIONX Truck Lighting 15%, VMAC Air Compressors 5%, WALTCO Liftgates 5%, WARN WINCH Electric winches 10%, WEATHER GUARD TOOLBOXES/VAN INTERIORS 10%, ALL OTHER MFG 0%**

Item 27 Continued on Next Page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item 27 Continued

Item	Approx. Qty	UOM	Description	
27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AE)** **READING TRUCK BODY - SL ST 98 SW RW1 40 U AA FFF 5%, SL ST 108 DW RW1 40 U AA FFR 5%, SL ST 132 DW RW1 40 U AA FFR 5%** **READING CRANE BODY RMS132DRW2FA045405 5%, MSS108DRW2FA100110 5%,** **PALFINGER CRANES PSC3216 3%, PSC6025H 3%** **CRYSTEEL DUMP BODY ETIP-87/96-1100-03Y-LBDUMP 6%, ETIP-60/96-1100-02Y-LBDUMP 6%** **MAXON LIFT GATE C2-60-1342 TP27 5%, C2-60-1542 TP27 5%, C2-54-1342 TP27 5%, C2-92-1650 TP35 5%, C2-92-1650 DT33 5%** **NORSTAR TRUCK BED SF094946002U06 3%, SR114948403U061 3%, ST114948403U061 3%** **RKI TRUCK BOXES / WINDOW GRILLES C63 7%, ST63 7%, M54U-1NM 7%, WG11 7%, WG15 7%**	**(AF)** **10% Upfits**
			(AJ) **3%**	**(AK)** **5% All upfits per quote specifications** **5% Service Body** **5% Flatbed** **5% Dump Body** **5% Crane** **5% Lift Gates** **5% Custom Options and Equipment**
			(AL) **6.00%**	

27a)	1	% Disc	Hourly Labor Rate			
Percentage Discount off of MSRP for Factory Options			**(AA)** **$120**	**(AC)** **$120**	**(AD)** **$100.00**	**(AE)** **$125**
			(AF) **$185**	**(AJ)** **$155.00**	**(AK)** **$125.00**	**(AL)** **$189.95**
			(AM) **$110**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
27b)	1	% Disc	Percentage off Discount for Equipment and Supplies			
Percentage Discount off of MSRP for Factory Options			**(AA) 2%**	**(AC) 0%**	**(AD) 5%**	**(AE) 10%**
			(AF) 10%	**(AJ) 3%**	**(AK) 5%**	**(AL) 5%**
			(AM) 2%			

***** 27 Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: 375DE65A2BEB436FB39DB6D94813D12E
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00068 Automotive Vehicles
Source Envelope:
Document Pages: 44
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Arrianna Romero
1100 S Saint Francis Dr
Santa Fe, NM 87502
Arrianna.Romero1@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
8/6/2024 8:38:32 AM
Holder: Arrianna Romero
Arrianna.Romero1@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 8:46:12 AM Viewed: 8/6/2024 9:29:32 AM Signed: 8/6/2024 9:29:40 AM
Arrianna Romero arrianna.romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 9:29:44 AM Viewed: 8/6/2024 9:39:28 AM Signed: 8/6/2024 9:39:46 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	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 9:39:51 AM Viewed: 8/6/2024 10:52:55 AM Signed: 8/6/2024 10:53:00 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	8/6/2024 8:46:12 AM
Certified Delivered	Security Checked	8/6/2024 10:52:55 AM
Signing Complete	Security Checked	8/6/2024 10:53:00 AM
Completed	Security Checked	8/6/2024 10:53:00 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.

signed BAR FMD Vehicle SB 5 14 25 CORRECTED 06 23 2025

Final Audit Report 2025-06-24

Created:	2025-06-23
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU-fTP4jmEE735ByXfbtt7SUS6_sx9x3k

"signed BAR FMD Vehicle SB 5 14 25 CORRECTED 06 23 2025" History

Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-06-23 - 10:30:56 PM GMT- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-06-23 - 10:33:01 PM GMT

Email sent to elkahahane@santafanm.gov bounced and could not be delivered
2025-06-23 - 10:33:05 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-06-24 - 2:30:01 PM GMT- IP address: 104.47.65.254

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
Signature Date: 2025-06-24 - 2:49:32 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
2025-06-24 - 2:49:35 PM GMT

Email sent to elkahahane@santafanm.gov bounced and could not be delivered
2025-06-24 - 2:49:50 PM GMT

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-06-24 - 5:05:30 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
2025-06-24 - 5:05:33 PM GMT

Email sent to elkahahane@santafanm.gov bounced and could not be delivered

2025-06-24 - 5:48:21 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-06-24 - 6:06:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-06-24 - 6:06:29 PM GMT

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

DATE: **June 25, 2025**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director** JG
JG

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request For Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-25-04 in the Amount of $3,799 for the Design Phase of Reconstructing Taxiway F.

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $3,799 to Increase WIP Design using New Mexico Department of Transportation Aviation Division Funding for the Reconstruction of the Taxiway F.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The New Mexico Department of Transportation Aviation Division has awarded Grant # SAF-25-04 in the Amount of $3,799 for the Design Phase of Reconstructing Taxiway F. This state grant has a matching FAA grant (#3-35-0037-066-2025) in the amount of $90,193 which is also currently in the process of being approved by Governing Body.

ACTION:

Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-25-04 in the Amount of $3,799 for the Design Phase of Reconstructing Taxiway F

1. Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $3,799 to Increase WIP Design using New Mexico Department of Transportation Aviation Division Funding for the Reconstruction of the Taxiway F.

COMMITTEE REVIEW:

Public Works & Utilities: 06/30/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Jun 26, 2025 14:55 MDT)

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	6/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR2554520	3,799	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	5450407	490150	AIR2554520	(3,799)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

NMDOT Grant SAF-25-04 was awarded to Santa Fe Regional Airport for the design phase of reconstructing taxiway F

This grant is a match grant with FAA Grtant 066. The FAA grant is currently being going through process of approval

The FAA portion of this grant is $90,193. The citys required contribution is $949

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(949)
TOTAL:	(949)

Kelly Bynon — 6/25/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval D

Agenda Item #

Emily K. Oster
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Mar 14, 2025

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

Participation FAA

Funding Breakdown FAA/STATE

Contract No._____

Project No. SAF-25-04

Vendor No. 0000054360

Expiration Date_____

Purchase Order No:_____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

TWY F PER AND DESIGN

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 3,799	$ 949	$ 90,193	$ 94,941

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.
The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.
The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.
The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.
The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.
The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

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 NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	JAMES HARRIS			
Title	AIRPORT DIRECTOR			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone	+1 (505) 955-2900	Fax		
E-Mail	JCHARRIS@SANTAFENM.GOV			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended by:

By:_____ Date: _____
Aviation Division Director
or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

SPONSOR

Print Name: X X X X X X X X

By: X X X X X X X X X X Date: X X X X X

Title: X X X X X X X X X X

SPONSOR, CITY OF SANTA FE:

_____
MARK SCOTT, CITY MANAGER

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 17, 2025 14:28 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

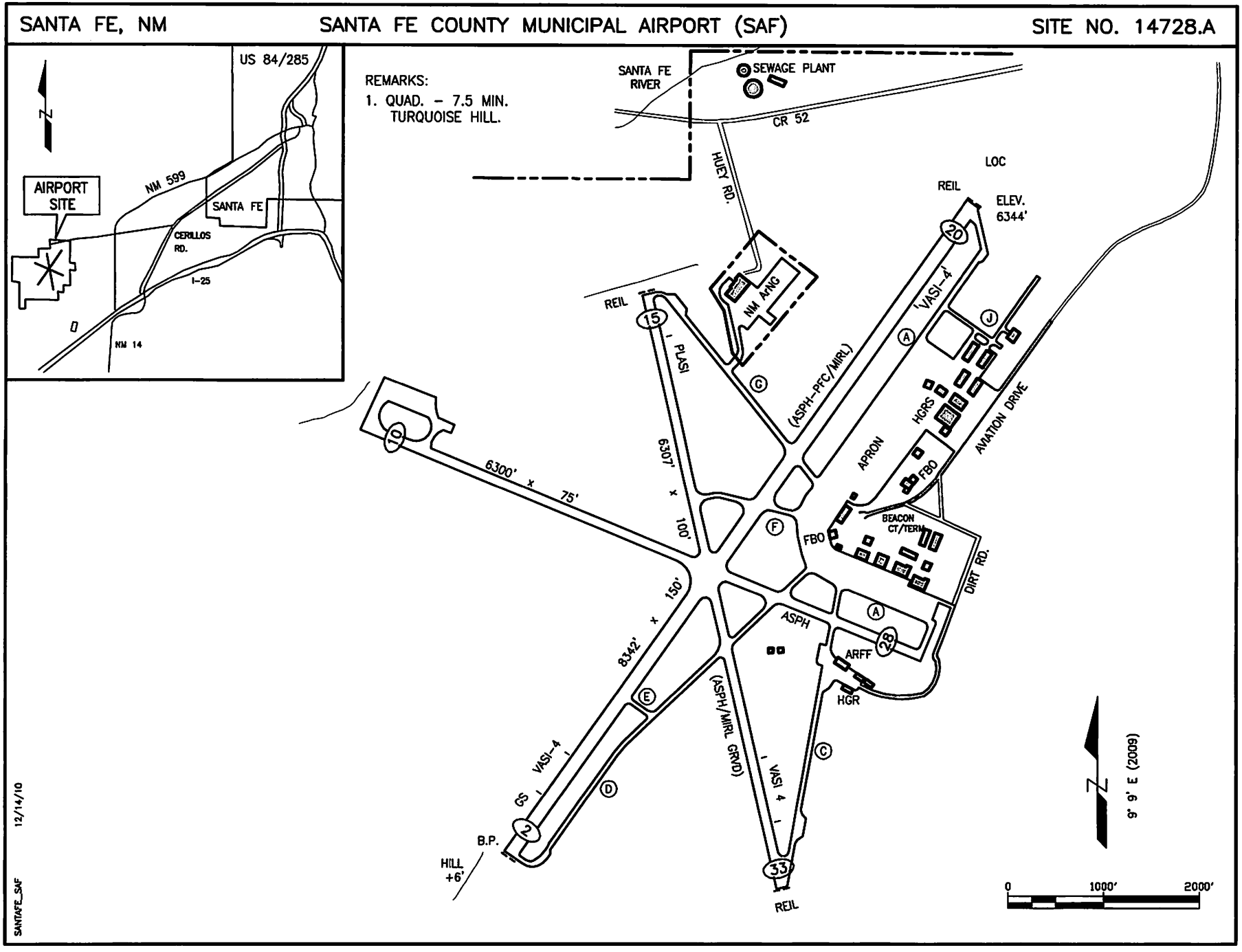

SANTA FE, NM
SANTA FE COUNTY MUNICIPAL AIRPORT (SAF)
SITE NO. 14728.A
US 84/285
AIRPORT SITE
NM 599
SANTA FE
CERRILLOS RD.
I-25
NM 14
REMARKS:
1. QUAD. – 7.5 MIN. TURQUOISE HILL.
SANTA FE RIVER
SEWAGE PLANT
CR 52
HUEY RD.
LOC
REIL
ELEV. 6344'
NM ARNG
REIL
PLASI
(ASPH-PFC/MIRL)
VASI-4
APRON
HGRS
AVIATION DRIVE
FBO
BEACON CT/TERM
DIRT RD.
6300' x 75'
6307' x 100'
8342' x 150'
ASPH
ARFF
HGR
(ASPH/MIRL GRVD)
VASI-4
GS
B.P.
HILL +6'
REIL
(6002) 3° 9' E
0
1000'
2000'
12/14/10
SANTAFE_SAF

EXHIBIT A

SANTA FE REGIONAL AIRPORT

EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1	TWY F PER & DESIGN	$94,941	$3,799	$ 949	$ 90,193
	TOTALS	$ 94,941	$3,799	$ 949	$ 90,193

SAF-25-03 TWY F PER & DESIGN

Final Audit Report 2025-04-17

Created:	2025-04-17
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzz3whdwhlm4LVKBQzljD5DxDRf7wjsRF

"SAF-25-03 TWY F PER & DESIGN" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-04-17 - 7:49:41 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-04-17 - 7:50:06 PM GMT

Email viewed by klnault@santafenm.gov
2025-04-17 - 8:27:00 PM GMT- IP address: 104.47.64.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-04-17 - 8:28:03 PM GMT- IP address: 172.59.0.178

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-04-17 - 8:28:05 PM GMT - Time Source: server- IP address: 172.59.0.178

Agreement completed.
2025-04-17 - 8:28:05 PM GMT

Powered by
Adobe
Acrobat Sign

GB_Grant SAF-25-04

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	BRITTANY GURULE (bsgurule@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGQHJIHeRKknPIKF6FV9VqvHZ_FN5HuRl

"GB_Grant SAF-25-04" History

Document created by BRITTANY GURULE (bsgurule@santafenm.gov)
2025-06-26 - 8:51:02 PM GMT- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-06-26 - 8:54:21 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-06-26 - 8:54:59 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-06-26 - 8:55:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-06-26 - 8:55:19 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-06-26 - 9:09:37 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-06-26 - 9:19:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-06-26 - 9:19:37 PM GMT

Powered by Adobe Acrobat Sign

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

DATE: **June 25, 2025**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director** JG
JG

VIA: **Kelly Bynon, Administrative Manager** KAB

ITEM AND ISSUE:

Request For Approval to Accept the U.S. Department of Transportation Federal Aviation Administration Grant# 3-35-0037-066-2025 in the Amount of $90,193 for the Design Phase of Reconstructing Taxiway F.

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design using U.S. Department of Transportation Federal Aviation Administration Funding for the Design phase of Reconstructing of the Taxiway F.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The U.S. Department of Transportation Federal Aviation Administration has awarded Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Design Phase of Reconstructing Taxiway F. This FAA Grant has a matching State grant (SAF-25-04) in the amount of $3,799 which is also currently in the process of being approved by Governing Body.

ACTION:

Approval to Accept U.S. Department of Transportation Federal Aviation Administration Grant# 3-35-0037-066-2025 in the Amount of $90,193 for the Design Phase of Reconstructing Taxiway

1. Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design using U.S Department of Transportation Federal Aviation Administration Funding for the Reconstruction of the Taxiway F.

COMMITTEE REVIEW:

Public Works & Utilities: 06/30/2025
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Jun 26, 2025 14:59 MDT)

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	6/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR2554520	90,193	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Transportation	5450407	490550	AIR2554520	(90,193)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

FAA Grant 3-35-0037-066 was awarded to Santa Fe Regional Airport for the design phase of reconstructing taxiway F

This grant is a match grant with State Grant 25-04

The FAA portion of this grant is $90,193. The citys required contribution is $949 and the state portion is $3,799

The City and state portions are accounted for on a separate BAR that is combined with GB packet for Grant 25-04

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

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

Kelly Bynon — 6/25/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Emily K. Oster
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-
1524

June 23, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-066-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (Jun 23, 2025 23:24 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	June 23, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-066-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 14, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway F - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$90,193**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $90,193 for airport development or noise program implementation

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. Posting of contact information.

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

            ii. Location;

            iii. Distress types; and

            iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (Jun 23, 2025 23:24 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 24, 2025

City of Santa Fe

(Name of Sponsor)

Alan Webber (Jun 24, 2025 08:26 PDT)

(Signature of Sponsor's Authorized Official)

By: Alan Webber

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 26, 2025 08:35 MDT)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____
EMILY OSTER, FINANCE DIRECTOR

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Kevin L. Nault, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at 06/26/2025

By: Kevin L. Nault
Kevin L. Nault (Jun 26, 2025 08:35 MDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

    1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

    2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 14, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

SAF-SWG-3-35-0037-066-2025-Grant Agreement

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK7VNxLItFvKp1Yy5X69AwldiiJT3K8Ch

"SAF-SWG-3-35-0037-066-2025-Grant Agreement" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-26 - 2:12:17 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-06-26 - 2:14:44 PM GMT

Email viewed by klnault@santafenm.gov
2025-06-26 - 2:34:50 PM GMT- IP address: 172.59.1.12

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-26 - 2:35:48 PM GMT- IP address: 172.59.1.12

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-26 - 2:35:50 PM GMT - Time Source: server- IP address: 172.59.1.12

Agreement completed.
2025-06-26 - 2:35:50 PM GMT

Powered by Adobe Acrobat Sign

GB_FAA Grant 066

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	ERIKA LUJAN (evlujan@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-SbH_zakE6pOGSRd8zQZh4vTHXuAYx6

"GB_FAA Grant 066" History

Document created by ERIKA LUJAN (evlujan@santafenm.gov)
2025-06-26 - 8:54:29 PM GMT- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-06-26 - 8:58:04 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-06-26 - 8:59:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-06-26 - 8:59:11 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-06-26 - 9:20:29 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-06-26 - 9:21:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-06-26 - 9:21:21 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (May 28, 2025 15:37 MDT)

From: Jennifer Morrow, PE Complete Streets Division Director Jennifer Morrow (May 28, 2025 15:22 MDT)

Subject: On-Call Bridge and Culvert Maintenance and Repair

Vendor Name: Hasse Contracting Company, Inc.

Munis Vendor Number: 10609

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 Hasse Contracting Company, Inc. (Jennifer Morrow, PW Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250366.

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:** 06/09/2025

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:** 06/09/2025

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: _____

Item #: _____
Munis Contract #: 3250366
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 Hasse Contracting Company, 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, and 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	Hasse Contracting Company, Inc. 6613 Edith Blvd, NE Albuquerque, NM 87113

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:
Christian Hasse
Hasse Contracting Company, Inc.
6613 Edith Blvd, NE
Albuquerque, NM 87113
chasse@hasseco.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 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: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 16, 2025 15:59 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____

FINANCE DIRECTOR

CONTRACTOR: Hasse Contracting Company, Inc.

Christian Hasse
Chrsitian Hasse (Apr 16, 2025 13:11 MDT)
_____
Christian Hasse, VP Estimating
DATE: Apr 16, 2025

NMBTIN#: 85-0245483

City of SF Business License #: 238960

Docusign Envelope ID: 5CB358B2-2560-4EC6-B415-5913719E1576

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number**: 30-80500-22-16992**

Amendment No.**: Two**

Term**: March 24, 2023 – March 23, 2026**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

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

DocuSign Envelope ID: 10FF273D-0544-4143-A527-1581F2AEA318

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: **30-80500-22-16992**

Amendment No.: **One**

Term: **March 24, 2023 – March 23, 2025**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Title: **Statewide Bridge & Culvert Repair**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2024 to March 23, 2025 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Date: 12/8/2023

Dorothy Mendonca
New Mexico State Purchasing Agent
This has been signed on behalf of the State Purchasing Agent

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
3 Vendors – See Page 6

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Price Agreement Number**:** **30-80500-22-16992**

Payment Terms**:** **Net 30**

F.O.B.**:** **As Requested**

Delivery**:** **See Page 6**

JO

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**:** **Statewide Bridge & Culvert Repair**

Term**:** **March 24, 2023 thru March 23, 2024**

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/24/2023

New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

New Mexico Employees Health Coverage

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

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

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

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

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

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

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

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

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

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

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

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

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

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

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

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Awarded Vendors:

(AA) 0000048892
AUI Inc.
PO Box 9825

Albuquerque, NM 87119-9825
505-242-4848
darrinh@auiinc.net

Payment Term: Net 30
FOB: Destination
Delivery: 7420 Reading Avenue SE, Albuquerque, NM 87105-7823

NM Base Station: 7420 Reading Avenue SE, Albuquerque, NM 87105-7823

(AB) 0000047014
Hasse Contracting Company, Inc.
6613 Edith Blvd. NE
Albuquerque, NM 87113
505-400-2336
chasse@hasseco.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested
NM Base Station: 6613 Edith Blvd. NE, Albuquerque, NM 87113

(AC) 0000094246
Sunland Asphalt & Construction LLC
1625 E. Northern Ave.

Phoenix, AZ 85020
480-458-8196
mdieu@sunlandasphalt.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested with consideration to material procurement and supplier scheduling
NM Base Station: 5204 2nd Street NW, Albuquerque, NM 87107

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Specifications:
Establish a Price Agreement for the repair of bridges, concrete box culverts, retaining walls, slabs on grade and other transportation structures for the New Mexico Department of Transportation (NMDOT). This Price Agreement includes materials, labor, and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Invitation to Bid, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link: http://dot.state.nm.us/content/nmdot/en/Standards.html and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

Specific sections have been referred to in bid items when most applicable, however work is not limited to specific sections listed. When applicable, Special Provisions are shown in Appendix A, additional requirements in Appendix B, C and D and NMDOT PS&E Standard Drawings.

The Vendor shall perform with its own organization at least forty percent (40%) of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Vendors shall obtain prequalified status with the NMDOT as a condition to submitting a bid. For information on obtaining Prequalified status please visit the following website:
http://dot.state.nm.us/content/nmdot/en/prequalification.html

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or via email at NMDOTAPL@dot.nm.gov

Drawings required for this price agreement can be accessed through the following website:
http://dot.state.nm.us/content/dam/nmdot/Bridge/management/StatewideBridgeRepairPriceAgreementDrawings.pdf

Term:
The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:
Upon the issuance of a purchase order, the awarded Vendor(s) must provide a performance bond, payment and materials bond equal to one hundred percent (100%) of the total purchase order. Said bonds must be provided to

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another awarded vendor and difference being charged back to the originally awarded Vendor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:
Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by NMDOT.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

Cost for materials incorporated into the work and shipping costs shall be paid to the Contractor at the invoice cost to the Contractor from the Supplier. Markup on materials is NOT allowed. Costs for material incorporated into the work and shipping costs are not to be included in the bid amount.

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:
NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

Method of Award:
Method of award shall be to one or more Contractors for each district. Items shall be awarded to one or more Contractors per district, but not to exceed three (3) Contractors per group (district). This price agreement may be awarded to one (1) or more Contractors, as follows:

Items 001 to 085 – District One

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Items 086 to 170 – District Two
Items 171 to 255 – District Three
Items 256 to 340 – District Four
Items 341 to 425 – District Five
Items 426 to 510 – District Six

For a bid to be considered for award to a group/district, prices must be submitted for all items for that group (district). Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group/group.

Utilization of Vendors:
The following procedure for the utilization of Vendors shall be used on multiple award price agreements.

1. The selection of a Vendor from a multiple award Price Agreement to complete a project shall be based on the purchase order utilizing pricing contained within this Price Agreement.

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Vendor.

    a. The Vendor selected to perform the work on the project shall be the Vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file. A Contractor not having the lowest individual project estimate can be used if the Contractor providing the lowest estimate is unable to meet all project requirements, including project schedule, as determined and documented by the District Engineer or their designee.
    b. If a contractor fails to respond or commit in writing within ten (10) working days from the time NMDOT requests services, including estimate and project schedule, the contractor will be deemed nonresponsive and the NMDOT will move on to the next available contractor.

Public Works Minimum Wage Act:
This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Vendor during the life of this Price Agreement.

If a Vendor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the Vendor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:
For projects over sixty thousand dollars ($60,000.00) where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX

The Vendor Agrees To:

A. Provide competent supervision and skilled personnel to perform all work covered by this Price Agreement.

B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.

C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor's and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

D. Comply with state laws and rules pertaining to worker’s compensation insurance coverage for its employees. If the Vendor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

F. Make all necessary arrangements with the appropriate railroad personnel for the railroad to provide flagging operations when required. The Contactor shall submit the invoice for the railroad flagging costs to the District Engineer or their designee and the Contractor will be reimbursed at invoice cost.

Insurance Requirements:

The Vendor shall procure and maintain at the Vendor’s expense, insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Vendor, the Vendor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

   Bodily Injury Liability:
   $1,000,000 each person; $2,000,000 each occurrence
   (Annual aggregate)
   Property Damage Liability:
   $2,000,000 each occurrence
   (Annual aggregate)

   a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:

      1. Coverage for liability arising out of the operation of independent Contractors
      2. Completed operation coverage
      3. Attachment of the Broad Form Comprehensive General Liability Endorsement

   b. In the event that the use of explosives is a required part of the price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

   c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of:

      1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

   d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Vendor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

   Bodily Injury Liability:

   $1,000,000 each person; $2,000,000 each occurrence (annual aggregate)

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Property Damage Liability:

$2,000,000 each occurrence (annual aggregate)

(B) **Worker's compensation insurance:** The Vendor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Vendor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

(C) **Certificate of Insurance/Department as Additional Insured:** The Vendor being awarded this Price Agreement shall furnish evidence of Vendor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement. No award will be given until Certificate of Insurance is provided as per the requirements pursuant to Public Liability and Automotive Liability per paragraph (A) 1 and (A) 2 of this subsection.

The Vendor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Vendor, pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

(D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Vendor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

(E) **Other Required Insurance:** The Vendor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Vendor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Vendor, including property of others being installed, erected or worked upon by the Vendor, his agents, or Sub-Contractors.

(F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Vendor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

National Railroad Passenger Corporation (NRPC), the Vendor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

$2,000,000 each occurrence

Liability and Physical Damage to Property:

$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Payments and Invoicing:
Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within twenty one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within twenty one (21) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

do so the purchase order may be canceled effective immediately.

Escalation Clause:
In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation request will be made by SPD.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Specification for Bridge and Culvert Repair:

The District Engineer or their designee shall issue a Purchase Order to the Contractor prior to the beginning of any work which may include the following:

- A clearly defined Scope of work for each bridge in the work assignment.
- A list of the bid items and quantities which will be used in the Work assignment. When applicable, the special provisions as shown in “APPENDIX A” and the additional requirements as shown in “APPENDIX B, C and D” will be followed. Some quantities may be estimated and stated as such at the beginning of the work assignment when field conditions or other factors may prevent an actual measurement. The Agreement of Work shall be signed by both parties when the Work assignment is issued.
- The location, schedule, and time restraint of the work assignment.
- Other specific NMDOT requirements.

The District Engineer or their designee shall have the option to suspend the Contractor’s operation during special events such as the New Mexico State Fair, Albuquerque International Balloon Fiesta, etc.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The District Engineer or their designee shall clearly define the limits of repair for bridges over a railroad and shall contact the NMDOT Bridge and Rail Bureaus to determine if additional requirements are needed.

The Contractor shall begin the necessary work at a specific location within fifteen (15) calendar days after receiving written notification. If the initial contractor is unable to start the work within the fifteen (15) calendar days, the District Engineer or their designee will have the option of going to the next lowest bidding contractor to provide the services requested.

The Contractor shall complete all work at any one location within the time period specified in the written notification from the NMDOT. Failure to do so, unless caused by weather delay or other factors not attributable to the Contractor, will result in Liquidated Damages as called out in the NMDOT's Standard Specifications for Highway and Bridge Construction, current edition, and being deducted from the money due to the Contractor for that approved work.

The Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance. The Contractor shall be responsible for the disposal of all debris resulting from any work performed and the disposal of all debris generated by removal and repair operations at the Contractor's cost. Final payment may be withheld subject to written approval by the District Engineer or their designee.

The Contractor shall be liable for satisfactory workmanship of all operations for a period of one (1) year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or their designee. Defects attributed to faulty material will be resolved by the Contractor, Supplier and/or Manufacturer. If warranties are called for in the Specifications or given by a Manufacturer in excess of one (1) year, all defects shall be corrected as stated in the Specification or as given by the Manufacturer.

Material:
All material used shall be approved by the District Engineer or their designee. Only material incorporated into a project at any given location shall be paid for; unauthorized excess material ordered, wasted materials or materials which are unacceptable to the District Engineer, or their designee shall not be paid for. Any and all material ordered by the Contractor as described in the Purchase Order, but not incorporated into the work shall be paid for at invoice cost (unless the Contractor breeches the terms of this Price Agreement in any way) upon completion of the Contract, and said material shall become the property of the NMDOT.

Traffic Control:
The Contractor shall abide with the NMDOT Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control (current editions). The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic control plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Furnish directly (or provide through an approved subcontractor) all traffic control items at locations specified including submittals of Traffic Control Plans (TCP), in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). No traffic control at a given location shall be paid for if no Work is being performed and the location could be (or is) open to traffic. At the discretion of the District Engineer or their designee, the TCP shall be submitted on 11”x17” sheets and shall be computer generated. The TCP will be submitted at least five (5) working days before work is to commence and will be approved by the District Engineer or their designee.

Traffic Control Locations

1. Urban traffic control - (within corporate limits of urban areas as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

2. Rural traffic control - (areas not within designated corporate limits or as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

Payment for traffic control items will begin when traffic is diverted from the travelled lane or when the Contractor begins their work. Payment will end when the assigned work has been completed. There will be no payment for time taken to set up or remove traffic control.

Any discounts will be applied to the invoice costs submitted to the NMDOT. **All materials incorporated shall be invoiced separately including all applicable discounts (if any). Materials will be paid for under bid items 085, 170, 255, 340, 425, or 510 depending on where the project is located.**

Invoice To:

General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
2912 E. Pine St.
Deming, NM 88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

District Three
P.O. Box 91750
Albuquerque, NM 87199-1750
NM Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2160
Milan, NM 87021-2159

Mobilization:
Payment for mobilization is for moves within the State of New Mexico from the Contractor's designated base station to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

Sketches included in the Price Agreement are examples of proposed work for bid items:

Item 035, 120, 205, 290, 375, or 460 (Dwg. BCRPA-1) Strip Seal Joint Full Depth Replacement at Abutments
Item 036, 121, 206, 291, 376, or 461 (Dwg. BCRPA-2) Strip Seal Joint Full Depth Replacement at Piers
Item 037, 122, 207, 292, 377, or 462 (Dwg. BCRPA-3) Strip Seal Joint Partial Depth Replacement
Item 038, 123, 208, 293, 378, or 463 (Dwg. BCRPA-4) Joint Seals
Item 039, 124, 209, 294, 379, or 464 (Dwg. BCRPA-5) Pre-Molded Joint Seal
Item 040, 125, 210, 295, 380, or 465 (Dwg. BCRPA-6) Pre-Molded Joint Seal with Concrete Removal
Item 042, 127, 212, 297, 382, or 467 (Dwg. BCRPA-7) Substructure Replacement
Item 043, 128, 213, 298, 383, or 468 (Dwg. BCRPA-8) Backwall Replacement

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

APPENDIX "A"
Special Provisions Modifying

The NMDOT Standard Specifications for Highway and Bridge Construction, current edition shall apply in addition to the following:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Section 207: Subgrade Preparation

Replace the following sub-section with:

207.3 Construction Requirements

With the exception of soils with a PI of 15 or greater, maximum dry density of all other soil types encountered or used will be determined in accordance with AASHTO T 180 (Modified Proctor), Method A or D (TTCP Modified). For soils with a PI of 15 or greater, maximum dry density will be determined in accordance with AASHTO T 99 (Standard Proctor).

The Contractor shall ensure the top two (2) ft. of borrow materials in the finished Subgrade is comprised of material with the design R-value.

The Contractor shall compact the top six (6) inches of the Roadbed to 95% of maximum density.

The Contractor shall ensure the soil moisture content (at the time of compaction) is from optimum to optimum minus five percent (5%). For soils with a PI of 15 or greater, the Contractor shall ensure the moisture content of the soil at the time of compaction is from optimum moisture to optimum moisture plus four percent (4%).

Field density tests shall be performed in accordance with AASHTO T310 or by other Department approved methods and Section 906, “Minimum Testing Requirements.”

At locations where rock (shale, siltstone, or sandstone) is present at subgrade elevations, the Contractor shall remove all loose rock. The Contractor shall proof-roll the surface of the existing rock in accordance with Section 203-A.3.2, “Acceptance” to the satisfaction of the State Geotechnical Engineer prior to the placement of fill in fill sections or the proposed pavement section in cut sections. The Contractor shall backfill, any voids created by removal of loose rock, with base course and compact prior to proofrolling operations. The Contractor shall treat areas determined to be unstable in accordance with Section 203-A, “Unstable Subgrade Stabilization”. Areas determined to have unsuitable Materials shall be treated in accordance with Section 203.2.1.5, “Unsuitable Material”. Rock shall not be scarified and then compacted.

Section 511: Concrete Structures

Replace the following sub-section with:

511.1 DESCRIPTION

This work consists of constructing concrete box culverts, headwalls, retaining walls, abutments, bents, piers, slabs, girders, and Incidental Structures requiring the use of concrete, except pre-stressed members. See Section 512 for additional information related to superstructure concrete.

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Section 511.3.9.2 Class 1, Ordinary Surface Finish
Section 511.3.9.3 Class 2, Rubbed Surface Finish
Section 511.3.9.5 Class 4, Special Surface Finish
Section 511.3.10.2 Method 2, Curing Compound

Delete the following Pay Item from **Section 511.5 Basis of Payment**:

Pay Item	**Pay Unit**
Substructure Concrete, Class ____	Cubic Yard

Add the following to **Section 511.5.1 Work Included in Payment**:

10. All provisions of Specification Sections 509, 510, 511, and 512. In the event of a conflict, the more stringent shall apply; and
11. Welded wire fabric.

Section 512: Superstructure Concrete

Delete the following Pay Item from **Section 512.5 Basis of Payment** and replace with the following:

The Department will pay for Superstructure Concrete and High Performance Concrete (HPD) in accordance with **Section 511.5: Basis of Payment**.

Pay Item	**Pay Unit**
Structural Concrete, Class AA	Cubic Yard
Structural Concrete, Class HPD	Cubic Yard

Section 514: Concrete Barrier Railings for Bridges

Add the following to **Section 514.5.1 Work Included in Payment**:

5. Two (2) Bridge number plates for every Bridge.

Section 532: Penetrating Water Repellent Treatment

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

Section 532.2 MATERIALS
Section 532.3.2.3 Application

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Replace the following sub-section with:

532.5.1 Work Included in Payment
Penetrating Water Repellent Treatment applied to surfaces of new concrete structures will be considered as included in the payment for the main items and will not be paid for separately.

Section 533-A: Carbon Fiber Reinforcement

533-A.1 DESCRIPTION
This Work consists of applying bonded Carbon Fiber Reinforcement for strengthening concrete structures. This Specification does not include design aspects of the Carbon Fiber Reinforcement, and the extent and limitations of the repair and retrofit of an existing concrete Structure.

533-A.2 MATERIALS

533-A.2.1 Carbon Fiber Reinforcement Fabric and/or Laminate
The Contractor shall use high strength, high modulus Carbon Fiber Reinforcement fabric (fabric) of the type and size indicated in the Contract.

The Contractor shall use Carbon Fiber Reinforcement fabric that meets the manufacturer specified properties as indicated in the Contract.

533-A.2.2 Primer Coat
The Contractor shall use a primer coat that is a two (2) component, 100% solids, moisture tolerant high modulus, high strength epoxy.

533-A.2.3 Fabric Saturant
The Contractor shall use a saturant resin that is two (2) component, 100% solids, moisture tolerant, high modulus, and high strength epoxy.

533-A.2.4 Control of Materials
The Contractor shall deliver and store the specified Materials in original containers with seals unbroken, and labels intact and legible with verification of date of manufacture and shelf life. The Contractor shall store catalysts and initiators separately. All components shall be protected from dust, moisture, chemicals, direct sunlight, physical damage, fire and temperatures outside the range specified in the Carbon Fiber Reinforcement data sheets by the Contractor. The Contractor shall not incorporate into the Work any component that has been stored in a condition different from that stated above and shall dispose of these components.

533-A.2.5 Shelf Life
The Contractor shall not incorporate, into the Work, any components of Carbon Fiber Reinforcement, especially resins and adhesives that have been stored longer than the shelf life specified on the data sheet and shall dispose of these outdated components.

533-A.2.6 Handling
The Contractor shall handle all components of Carbon Fiber Reinforcement, especially fiber sheets, in accordance with the manufacturer's recommendations to protect them from damage and to avoid misalignment or breakage of the fibers by pulling, separating, wrinkling, or by folding the sheets. After cutting, the Contractor

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

shall either dry-stack the sheets with separators, or roll the sheets at a radius no tighter than 12 inches or as recommended by the manufacturer.

533-A.2.7 Safety Hazards
The Contractor shall handle with care all components of Carbon Fiber Reinforcement, especially resins and adhesives, to avoid safety hazards, including but not limited to skin irritation and sensitization and breathing vapors and dusts. The Contractor shall monitor the mixing of resins to avoid fuming, fire hazards, or violent boiling. The Contractor shall be responsible to ensure that all components of Carbon Fiber Reinforcement at all stages of Work conform to the local, state, and federal environmental and worker's safety laws and regulations.

533-A.3 CONSTRUCTION REQUIREMENTS
The Contractor's installation means and methods shall be in accordance with the manufacturer's installation recommendations. In the event of conflict with this Specification, the manufacturer's requirements shall govern.

533-A.3.1 Control of Work
The Contractor shall comply with the current editions of the following applicable standards unless otherwise specified herein:

1. ASTM D3039 (1995a), "Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials";
2. ICC AC125 (2003), "Interim Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber-Reinforced Polymer (FRP) Composite Systems";
3. ICC AC178 (2001), "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems";
4. ACI 440.2R-08, "Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures";
5. ACI 440-R-07 Report on Fiber-Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
6. ACI 440 R-96, State-of-the-Art Report on Fiber Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
7. ACI 503 R, Chapter 5, Pull-off test to determine FRP adhesion to concrete substrate; and
8. International Concrete Repair Institute (ICRI) Guide for the Selection of Strengthening Systems for Concrete Structures.

533-A.3.2 Qualifications
The Contractor shall meet the following requirements for qualification:

1. The Contractor or Subcontractor shall have a minimum of five (5) years of experience applying Carbon Fiber Reinforcement to existing concrete elements or ten (10) documented similar field applications with acceptable reference letters from respective owners. The Contractor or Subcontractor shall have in their employment field personnel with a minimum of five (5) years of experience in construction using epoxy resin adhesive Material.
2. In lieu of the requirement above, the Contractor may demonstrate, through a construction mockup, that they are capable of installing the Carbon Fiber Reinforcement to the requirements of this Specification.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

For the mockup, an area of Carbon Fiber Reinforcement of at least four (4) feet in width by four (4) feet in length shall be installed at a location on the Structure to be determined by the Project Manager.

533-A.3.3 Submittals
The Contractor shall submit the following to the Project Manager for review and Acceptance:

1. Health and Safety Sheets and Material Safety Data Sheets (MSDS) of each product, used on site and certification that the Materials conform to local, state and federal environmental and worker's safety laws and regulations;
2. Manufacturer's product data indicating product standards, physical and chemical characteristics, environmental durability, technical Specifications, limitations, installation instructions, maintenance instructions, and general recommendations for the proposed fiber and epoxy to be supplied;
3. Certification from the manufacturer of the system's Material properties including previously completed ASTM D3039 test results of the proposed system; and
4. Daily construction logs that include the following information: weather and temperature at application times; amount of product used and square footage/linear footage of substrate covered; batch numbers of all products used.

533-A.3.4 Preparation
The Contractor shall ensure availability of sufficient labor, Equipment and Materials to apply Carbon Fiber Reinforcement in accordance with the Contract requirements.

The Contractor shall inspect surfaces to receive the Work and report immediately in writing to the Project Manager any deficiencies in the surface that render it unsuitable for proper execution of this Work.

533-A.3.5 Substrate Repair and Surface Preparation of Existing Concrete Surfaces
All necessary repair and restoration of concrete section shall be approved by the Project Manager prior to surface preparation. The Contractor shall repair concrete substrate, if necessary, and shall clean and prepare the concrete surfaces prior to installing Carbon Fiber Reinforcement. The Contractor shall ensure that all concrete surfaces are dry and free of surface moisture and frost and shall test to evaluate moisture transmission in accordance with ASTM D4263 "Indicating Moisture in Concrete by the Plastic Sheet Method".

The Contractor shall repair all defective areas of concrete substrate. This Work shall be in accordance with Section 533, "Concrete Structure Repair". The Contractor shall allow repair areas to cure before Carbon Fiber Reinforcement application.

All concrete surfaces shall be sound. The Contractor shall remove deteriorated concrete, dust, laitance, grease, paint, curing compounds, waxes, impregnations, foreign particles, and other bond inhibiting debris from the surface by blast cleaning or equivalent mechanical means.

533-A.3.6 Surface Grinding
The Contractor shall remove all irregularities, unevenness, and sharp protrusions in the surface profile by grinding away to a smooth surface with less than 1/32-inch deviation. The Contractor shall use disk grinders or other similar devices to remove stain, paint, or any other surface substance that may affect the bond. The Contractor shall grind concrete surfaces to the concrete surface profile range of CSP 2-3 defined by ICRI as

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

minimum surface roughness level. The Contractor shall fill voids with diameters larger than ½ inch when straight edge placed on the surface.

533-A.3.7 Chamfering Corners
The Contractor shall round or chamfer all outside corners and sharp edges receiving Carbon Fiber Reinforcement to a radius of ½ inch as per ACI 440.2R-08. The Contractor shall grind ridges, form lines and sharp or roughened edges greater than ¼ inch. The Contractor shall remove obstructions and embedded objects before installing the Carbon Fiber Reinforcement, if recommended by the manufacturer.

533-A.3.8 Crack Injection
The Contractor shall fill all cracks in the surface of concrete or the substrate wider than 0.01 inch and with spacing less than 1.5 inches or cracks wider than 1/32 inch using pressure injection of epoxy in accordance with Section 534, “Epoxy Injection”. The Contractor shall install the Carbon Fiber Reinforcement no earlier than 24 hours after crack injection. The Contractor shall remove any surface roughness caused by injection.

533-A.3.9 Surface Profiling
After the Contractor grinds the surface, any remaining unevenness in the surface greater than that specified in Section 533-A.3.6, “Surface Grinding”, including out-of-plane variations, fins, protrusions, bug holes, depressions, voids and roughened corners shall be filled and smoothed overusing putty made of epoxy resin mortar or polymer cement mortar with strength equal to or greater than the strength of the original concrete. The patching Material shall be cured a minimum of seven (7) Days before installing Carbon Fiber Reinforcement unless its curing and strength are verified by testing.

533-A.3.10 Surface Cleaning
The Contractor shall clean the substrate concrete and finished surface of concrete in accordance with the manufacturer’s recommendations and approval of the Project Manager. Cleaning shall remove any dust, laitance, grease, oil, curing compounds, wax, impregnations, stains, paint coatings, surface lubricants, foreign particles, weathered layers or any other bond- inhibiting debris.

533-A.3.11 Environmental Conditions for Installation
The Contractor shall examine environmental conditions before and during installation of Carbon Fiber Reinforcement to ensure conformity to the Contract and manufacturer’s recommendations. The Contractor shall not apply primers, putty, saturating resins, or adhesives on cold, frozen, damp, or wet surfaces. Ambient and concrete surface temperatures shall be within 50°- 90° F, unless specified by the manufacturer. Moisture level on all contact surfaces shall be less than 4.3% at the time of installation of Carbon Fiber Reinforcement, as evaluated according to ACI 503R-93. Moisture restrictions may be waived for resins that have been formulated for wet applications. Relative humidity at the time of Carbon Fiber Reinforcement application shall be within the range specified by the manufacturer.

The Contractor is solely responsible for fume control and shall take necessary precautions against injury to personnel or adjacent building occupants during application of tack coat and resin, etc. Contractor personnel shall use protective Equipment and area shall be well ventilated to the outside. As a minimum, the Contractor shall take the following precautions:

1. Follow all state, federal, and local safety regulations; and
2. Follow all manufacturer’s safety requirements.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-A.3.12 Moisture Vapor Transmission
The Contractor shall not proceed with the application of Carbon Fiber Reinforcement if any moisture vapor transmission is present. Concrete dryness is necessary, when using elevated temperature cure. The Contractor shall inject any bubble that develops from moisture vapor transmission with the same adhesive Material used for Carbon Fiber Reinforcement, in accordance with Section 533-A.3.27.3, “Correction of Improper Application”.

533-A.3.13 Application in Inclement Weather
When inclement weather does not allow installation of Carbon Fiber Reinforcement, the Contractor may employ auxiliary measures to correct the conditions. An auxiliary heat source may be used in cold weather to raise the ambient and concrete surface temperatures to Acceptable levels, as recommended by the manufacturer but no more than the glass transition temperature. Pressurized air may be used to dry the surface dampness.

533-A.3.14 Application of Wet Lay-up Carbon Fiber Reinforcement
The following specifies the necessary measures for installing wet lay-up Carbon Fiber Reinforcement using dry or pre-pregnated fiber sheets and saturants.

533-A.3.14.1 Mixing of Resin Components
The Contractor shall mix all resin components, including main agent and hardener, at proper temperature using appropriate weight ratio, for a duration specified by the manufacturer, until thorough mixing with uniform color and consistency is achieved. Resins shall not be diluted with any organic solvents such as thinner. Manual stirring and small electrically powered mixing blades are allowed. Resin shall be mixed in quantities sufficiently small enough to ensure that it can be used within its pot life. The Contractor shall not use any mixed resin that exceeds its pot life or begins to generate heat or show signs of increased viscosity, and shall properly dispose of this unusable resin. Mixing of some resins may be accompanied by noxious fumes. The Contractor shall take precautions regarding resin impact on the environment, including emission of volatile organic compounds and toxicology.

533-A.3.14.2 Primer Coat
A primer coat is generally required in Carbon Fiber Reinforcement. The Contractor shall apply one (1) or two (2) coats of primer on the concrete surface to penetrate its open pores in accordance with manufacturer’s recommendations. The primer coat may be applied with a trowel or roller.

533-A.3.14.3 Saturant
The Contractor shall first apply a coat of saturating resins uniformly applied as an undercoat to all locations on the concrete surface where the Carbon Fiber Reinforcement is to be installed. The Contractor shall dispose of any mixed saturant that exceeds its pot life.

533-A.3.14.4 Carbon Fiber Reinforcement Application
The Contractor shall saturate the fabric with epoxy matrix as per manufacturer’s recommendations. The Contractor shall apply saturated fabric to concrete surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of the fabric. The Contractor shall release any entrapped air between fabric sheets and concrete surfaces or shall roll the fabric sheets in the direction parallel to the fibers, while allowing the resin to impregnate the fibers and achieve intimate contact with the substrate.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Rolling perpendicular to the fiber direction is not allowed. The Contractor shall apply sufficient saturant on top of the fabric sheet, as overcoat, to ensure full saturation of the fibers. The Contractor shall apply undercoat and overcoat of fabric sheets with no interruption. Once installed, the Carbon Fiber Reinforcement shall be free of kink, folds, delamination, edge curling, and waviness. The Contractor shall detail all Carbon Fiber Reinforcement edges, including butt splice, termination points, and jacket edges, with thickened epoxy.

533-A.3.15 Multiple Fiber Sheet Plies

For multi ply Carbon Fiber Reinforcement sheet installations, the Contractor shall follow Section 533-A.3.4.4, "Carbon Fiber Reinforcement application for each additional Carbon Fiber Reinforcement sheet. The amount of resin overcoat for intermediate plies is approximately 15% - 20% greater than a single-ply installation, because the saturant serves as the overcoat for the applied ply and the undercoat for the next ply. Each ply shall be applied before the onset of complete gelation of the previous layer. The number of plies that can be applied in a single Day shall be determined based on the manufacturer's recommendations and the approval of the Project Manager. Multiple plies can also be applied in several Days. When previous layers are cured, interlayer surface preparation, such as light sanding may be required.

533-A.3.16 Overlapping

The Contractor shall construct a lap joint when an interruption occurs in the direction of Carbon Fiber Reinforcement. The length of lap splices shall be at least six (6) inches. The Contractor shall stagger lap splices on multiple plies and adjacent strips.

533-A.3.17 Procedure Modification

The Contractor may modify installation procedures as approved by the manufacturer and Bridge Engineer prior to implementing the modifications.

533-A.3.18 Curing

The Contractor shall not make field modifications of resin chemistry for rapid curing. The Contractor shall monitor curing of installed plies before placing subsequent plies. In case of any curing irregularity, the Contractor shall not install subsequent plies.

The Contractor shall protect finished installation of Carbon Fiber Reinforcement from rain, sand, dust, etc. using protective sheeting or other barriers. The Contractor shall not allow protective sheeting to come in contact with the finished application.

533-A.3.19 Protective Coating and Finishing

The Contractor shall apply protective coating on the surface of Carbon Fiber Reinforcement. The coating shall be non-vapor-barrier, flexible, waterproofing, and compatible with Carbon Fiber Reinforcement. The coating may be a polymer-modified Portland cement coating or a polymer-based latex coating. The mortar finish shall be made with silica sand between sieves No. 40 (1/64 in) and No. 6 (1/8 in), spread over the Carbon Fiber Reinforcement before the resin hardens.

533-A3.20 Field Quality Control

The Contractor's field quality control procedures shall be in accordance with the following details in addition to ICC AC178, "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems." All quality control shall be by the Contractor.

533-A.3.21 Field Records

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor shall record batch numbers for Carbon Fiber Reinforcement and epoxy used each Day and note locations of installation. The Contractor shall measure square footage of Carbon Fiber Reinforcement and volume of epoxy used each Day. A complete report shall be submitted to the Project Manager upon Acceptance of the Work.

533-A.3.22 Field Inspection
The Contractor shall inspect the Carbon Fiber Reinforcement during and immediately following application of Carbon Fiber Reinforcement. The Contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.

533-A.3.23 Inspection and Fiber Orientation
The Contractor shall examine, by visual inspection, fiber or ply orientation, fiber kinks and waviness for conformity to the Contract. The Contractor shall correct deficiencies in accordance with the manufacturer's recommendations.

533-A.3.24 Inspection for Debonding
After at least 24 hours after the initial cure of the resin, the Contractors shall examine the surface, by visual inspection, for any swelling, bubbles, voids or delamination. If an air pocket is suspected, the Contractor shall perform an acoustic tap test with a hard object to identify delaminated areas by sound, with at least one (1) strike per one (1) square foot. The Contractor shall treat defects in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.25 Inspection for Cure of Resin
The Contractor shall follow the resin manufacturer's recommendations for Acceptance criteria. If cure of resin is found unacceptable, the entire area will be marked and repaired.

533-A.3.26 Inspection for Cured Thickness
Carbon Fiber Reinforcement will not be Acceptable if the number of plies is less than that indicated on the Plans or if the cured thickness of Carbon Fiber Reinforcement is less than that indicated on the Plans by more than 1/1000 inch. The entire area of Carbon Fiber Reinforcement marked unacceptable shall be repaired in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.27 Acceptance, Rejection and Correction of Improper Carbon Fiber Reinforcement Installation
The following criteria shall apply to the rejection of Carbon Fiber Reinforcement application.

533-A.3.27.1 Acceptance
Carbon Fiber Reinforcement will be accepted for full payment when all the requirements of these Specifications have been adhered to in addition to the following:

1. Material Properties. The Material properties shall be equal to the specified design values;
2. Location and Alignment Tolerances. The width of Carbon Fiber Reinforcement shall not vary from that which is shown on the Plans or approved alternate design by more than ¼ inch. The Carbon Fiber Reinforcement shall be installed along a straight line with a maximum out of straightness of one (1) inch in the ten (10) feet; and
3. System Installation Integrity. The Carbon Fiber Reinforcement shall be installed as indicated in the Contract and in accordance with manufacturer's recommendations.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-A.3.27.2 Rejection
If Carbon Fiber Reinforcement installation is not in accordance with the Contract and/or manufacturer's recommendations are not followed, the installation may be rejected.

533-A.3.27.3 Correction of Improper Application
The Contractor shall repair all defects, including bubbles, delamination, and fabric tears, spanning more than five percent (5%) of the surface area, or as specified by the Project Manager. Small entrapped air pockets and voids naturally occur in mixed resin systems, do not require repair or treatment. Defect repair procedures shall be provided by the manufacturer and be submitted to the Project Manager for review and Acceptance. The Contractor shall repair the following:

1. Epoxy injection of small defects. Small entrapped voids or surface discontinuities no larger than ¼ inch diameter shall not be considered defects, and require no corrective action, unless occurred next to edges or when there are more than five (5) such defects in an area of ten (10) ft². Small defects of size between ¼- and 1¼-inch diameter shall be repaired using low pressure epoxy injection, as long as the defect is local within and does not extend through the complete thickness of the laminate in the case of multiple Carbon Fiber Reinforcement. If any delamination growth is suspected between Carbon Fiber Reinforcement plies due to injection, the procedure shall be halted and repair shall follow the patching of minor defects procedure;
2. Patching of minor defects. Minor defects are defined as those having an individual diameter of 1¼ inch to six (6) inches and frequency of less than five (5) per any surface area of ten (10) foot length or width. The area surrounding the defects to an extent of at least one (1) inch on all sides shall be carefully removed. The area shall be wiped cleaned and thoroughly dried. The area shall then be patched by adding a Carbon Fiber Reinforcement patch of the same type of the original laminate and extending at least one (1) inch on all sides of the removed area. Replacement may also be conducted using the procedure for replacement of large defects; and
3. Replacement of large defects. Defects larger than six (6) inch in diameter shall be carefully marked and scarified out extending to a minimum of one (1) inch on all sides. Scarifying shall be progressive through the layers, in the case of multi-ply Carbon Fiber Reinforcement until past the defective area. In case the defect extends to the first Carbon Fiber Reinforcement ply adjacent to the concrete, the entire thickness of Carbon Fiber Reinforcement and primer shall be removed. The substrate shall be appropriately prepared and primer re-applied after ensuring that the surface and Carbon Fiber Reinforcement are clean and dry. Application of a new Carbon Fiber Reinforcement within the scarified area shall follow procedures for the original Carbon Fiber Reinforcement, except that an additional layer extending a minimum of six (6) inches on all sides of the scarified area shall be added as a patch. A written corrective action plan shall detail the proposed repair and shall be submitted to the Project Manager for review and Acceptance.

533-A.3.28 Clean-Up

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor is responsible for the clean-up of the Equipment and the Project site from hazardous and aesthetically undesirable Carbon Fiber Reinforcement components using appropriate methods, as recommended in the Carbon Fiber Reinforcement data sheet.

533-A.3.29 Disposal
Any component of the Carbon Fiber Reinforcement that has exceeded its shelf life or pot life, or has not been properly stored, and any unused or excess Material that is deemed waste, shall be disposed of in a manner amiable to the protection of the environment and consistent with the MSDS. All debris and refuse shall be removed from the site.

533-A.4 METHOD OF MEASUREMENT
The Department will measure Carbon Fiber Reinforcement by the square foot per layer.

533-A.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Carbon Fiber Reinforcement	Square Foot

533-A.5.1 Work Included in Payment
The following Work items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately.

1. Surface preparation;
2. Construction mockup; and
3. Grinding.

Section 533-B: Embedded Galvanic Anodes

533-B.1 DESCRIPTION
Embedded galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of the concrete patches or along the interface between new and existing concrete, the anodes mitigate the formation of new corrosion sites in the existing concrete in adjacent areas.

The Contractor shall furnish all materials, storage, handling, tools, equipment, labor, and other appurtenances necessary to complete the work.

533-B.2 MATERIALS

533-B.2.1 Embedded Galvanic Anodes
The Contractor shall furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 100 grams (3.5 oz) of electrolytic high grade zinc in compliance with ASTM B 418 Type II cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14, or encased in a material that uses activation methods to assure performance. The anodes shall have one side that is less than 1-1/2” in height.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-B.2.2 Repair Mortars and Concretes
The Contractor shall use repair mortars and concretes per Section 533 - Concrete Structure Repair and shall be Portland cement based material with suitable electrical conductivity less than 15,000 ohm-cm. Repair mortars must be tested and approved acceptable, by the manufacturer of the galvanic anodes or independent testing agency, for use as a low resistive conductive material meeting the requirements of <15,000 ohm-cm. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. The repair mortars or concretes shall be submitted to the Project Manager for approval. The repair mortar and concrete material will be paid for under Section 533 - Concrete Structure Repairs.

533-B.3 CONSTRUCTION REQUIREMENTS

533-B.3.1 Galvanic Anode Installation
The Contractor shall install the galvanic anodes per the manufacturer's installation instructions. The manufacturer's installation instructions shall be the governing document. If manufacturer installation instructions do not exist, the following shall apply:

1. Install anodes along the perimeter of the repair or interface at a maximum spacing of 24 inches. The spacing may be reduced to match the spacing of the existing rebar.
2. Install anodes and repair material immediately following preparation and cleaning of steel reinforcement. Pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition, and then complete the repair. Do not soak the anode units for greater than 20 minutes.
3. Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
4. Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tire wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.
5. Electrical continuity
    a. Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter.
    b. Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV.
    c. Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire.
    d. Electrical continuity between test area is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the potential is less than 1 mV.
    e. The Contractor shall furnish the NMDOT with a multi-meter to independently check the electrical connection. The multi-meter is to become the property of the NMDOT.

533-B.4 METHOD OF MEASUREMENT
The Embedded Galvanic Anodes will be measured by each.

533-B.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Embedded Galvanic Anodes	Each

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

533-B.5.1 Work Included in Payment
The following item will be considered as included in the payment for Embedded Galvanic Anodes and will not be measured or paid for separately:

1. Multi-meter

Section 536: Polymer Concrete Bridge Deck Overlay

Replace Subsection 536.3.5 "Usage Limitations" in its entirety.

536.3.5 Usage Limitations
The manufacturer's application requirements shall govern. If the manufacturer does not provide guidance on the following items, the following shall apply:

1) PCC shall not be less than 28 Days of age at the time of overlay.
2) The concrete shall be dry at the time of overlay application. The criteria for "dry" shall be established by:
    a. ASTM D 4263: for every 500 square feet, an 18 inch x 18 inch plastic sheet shall be taped to the deck with 2" duct tape. The test area shall be protected from direct sunlight, direct heat, and damage to the plastic. After 16 hours, the concrete shall be considered dry when no moisture appears on the bottom of the plastic.
    b. It is also acceptable to use a moisture meter in conformance with ASTM F2659.
        i. Unless otherwise directed by the manufacturer, the reading shall be 4% or less.
        ii. The meter shall be an electrical impedance moisture meter specifically developed and calibrated for the non-destructive measurement of the comparative moisture condition in concrete floor slabs.
        iii. The moisture meter shall be used and calibrated in accordance with the manufacturer's written recommendations. The moisture meter manufacturer's recommendations and the calibration data shall be provided to the Project Manager for acceptance prior to use on the project.
3) The air and deck temperature shall be a minimum of 40 °F at the time of overlay application, and for eight (8) hours after overlay application. Do not use artificial methods to raise the deck temperature.

For new Bridge decks with unventilated stay-in-place forms, in addition to the manufacturer's application requirements, the Contractor shall not install the overlay on PCC that is less than 56 Days of age.

Section 540: Steel Reinforcement

Add the following to Section 540.2: Materials:
Delete 4. and 5. from **Section 540.2.5 Corrosion-resistant and Coated Reinforcing Bars** and replace with the following:

4. Uncoated low-carbon, chromium steel bars in accordance with AASHTO M334 or ASTM A1035; or
5. Galvanized reinforcement in accordance with ASTM A767 or ASTM A1094.

Delete 3. from **Section 540.2.6 Coating and Patching Materials** and replace with the following:

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

3. Zinc-rich paint with a minimum 65% zinc content in accordance with ASTM A780 for patching damaged and uncoated areas of galvanized reinforcing bars.

Delete the first paragraph and 6. from **Section 540.2.7 Accessories** and replace with the following, respectively:

The Contractor shall provide plastic-coated reinforcing tie wire for tying epoxy-coated reinforcing bars, for deformed stainless steel bars, for stainless steel clad deformed steel bars and for uncoated low-carbon, chromium, steel deformed bars. The Contractor shall provide galvanized, annealed wire tires for galvanized bars and for hot-dip galvanized reinforcing bars.

6. Galvanized sand chairs, hot-dip galvanized wire bar supports, or other non-corrosive metal supports placed directly on the ground; or

Delete **Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars** in its entirety and replace with the following:

Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars
The Contractor shall choose one (1) of the options listed below when providing galvanized bars:

1. The Contractor shall provide hot-dip galvanized reinforcing bars in accordance with ASTM A767. The Contractor shall galvanize bar after cutting and bending; or
2. The Contractor shall provide continuous hot-dipped galvanized reinforcing bars (CGR) in accordance with ASTM A1094. The Contractor shall bend and cut bar after galvanizing.

Add the following to Section 540.2: Materials:

540.2.13 Headed Reinforcing Bars
Headed reinforcement shall meet the requirements of ASTM A970 “Headed Steel Bars for Concrete Reinforcement”, Annex A1, Class HA.

If headed reinforcement is not included in the Contract, the Contractor may propose the use of headed reinforcement at no additional cost to the Department.

540.2.14 Mechanical Couplers
Mechanical couplers shall meet the requirements for AASHTO M31, Grade 60, and ASTM A706, Grade 60 or ACI 318, Type 2. Mechanical coupler splice strength must be greater than or equal to 125% of the yield strength of the spliced reinforcing bars and must develop the specified tensile strength of the bars. The Contractor shall submit the coupler type (manufacturer and model number) and certified test results showing that the coupler meets these requirements.

Delete Section **540.3.1.1 Bar Lists and Bending Diagram** in its entirety and replace with the following:

540.3.1.1 Bar Lists and Bending Diagram
When the Plans do not include detailed bar lists and bending diagrams, the Contractor shall provide Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance, prior to ordering any Materials.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

When a detailed bar list and bending diagram are included on the Plans, they are included for the Contractor's information and for quantity estimation only. It is the responsibility of the Contractor to notify the Department of any errors identified in the provided bar lists and bending diagrams. Once notified, the Department will correct the identified errors as necessary and provide the Contractor with amended details. The Contractor shall provide Shop Drawings, bar bending lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance in advance of ordering any Materials.

The Contractor shall include the bar marks, shown on the Plans, on the bar tags and the rebar details, bar lists, and bending diagrams on the Shop Drawings. Contractor may include an alternate bar mark for fabrication purposes, but the Contractor shall also show the Plan bar marks in all locations on Shop Drawings and bar tags.

Acceptance of the Shop Drawings, bar lists, bending diagrams and estimated reinforcement quantity shall not relieve the Contractor of responsibility for correctness of the Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity. The Contractor's detailed bar lists and bending diagrams shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's (CRSI) publication, Manual of Standard Practice. The Contractor shall allow 30 Days for review of the submittal.

Delete **Section 540.3.1.3 Bar Bending** in its entirety and replace with the following:

Section 540.3.1.3 Bar Bending
The Department will allow cold bending around a pin. The Contractor shall not field bend, Grade 60 bars, epoxy coated bars or standard class hot-dip galvanized bars after galvanizing. For continuous hot-dip, galvanized reinforcing bars (CGR), the Contractor shall fabricate, bend and cut after galvanizing.

Unless otherwise directed, the Contractor shall ensure the bend diameter is in accordance with CRSI Manual of Standard Practice current edition.

Delete **Section 540.3.1.4: Splicing** in its entirety and replace with the following:

Section 540.3.1.4: Splicing
The Contractor shall splice bars in accordance with the Plans unless otherwise approved by the State Bridge Engineer.
The Contractor shall place and tie bars in lapped splices to maintain minimum reinforcing cover.

The Contractor shall splice spiral reinforcement by lapping. The Contractor shall ensure that laps are at least 48 bar or wire diameters, but not less than one (1) foot with 90° hooks around longitudinal bars at ends unless otherwise indicated in the Contract.

The Department will allow the use of headed reinforcing bars in accordance with Section 540.2.13, "Headed Reinforcing Bars".

The Department will allow the use of mechanical couplers in accordance with Section 540.2.14, "Mechanical Couplers".

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Unless otherwise specified, the Contractor shall ensure that welded wire fabric and bar mat reinforcement overlap is at least one (1) spacing of cross wires plus two (2) inches when measured between the outer most cross wires of each sheet.

Delete **Section 540.3.3.3: Thickness of Galvanizing** and replace with the following:

Section 540.3.3.3: Thickness of Galvanizing
For ASTM A1094, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from two (2) mils to three (3) mils thick.

For ASTM A767, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from three (3) mils to 3.9 mils thick.

The Contractor shall determine the thickness with a magnetic thickness gage. The Contractor shall submit a Certificate of Compliance.

Add the following to **Section 540.5.1: Work Included in Payment**:

4. Headed reinforcement shall be included in the reinforcing bar pay item(s). No additional weight will be added.

Section 543: Metal Railing

Add the following to **Section 543.5.1 Work Included in Payment**:

4. Two (2) Bridge number plates for every Bridge.

Section 546: Recoating Structures

Delete the Section in its entirety and replace with the following:

546.1 DESCRIPTION
This work consists of surface preparation and recoating existing Structural Steel. Touch-up paint of surfaces coated per Sections 544, 545 and 546 is included.

The Contractor shall adhere to Section 547 “Safety and Environmental Requirements for Painting Operations”.

546.2 MATERIALS
Projects that require SSPC – SP 6 shall engage 546.2.2 Coating System 1, unless otherwise specified in the contract documents.

Projects that require SSPC – SP 3, SSPC – SP 11, and/or SSPC 16 shall engage 546.2.1 Coating System 2, unless otherwise specified in the contract documents.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Reference 545.2:1 for additional information regarding coating systems that are allowable for specific elements.

If the Contract does not specify a color, the Contractor shall use the color Federal Standard 16307, RAL 7004, Pantone 423, or approved equal. If another color is specified in the Contract, the Contractor shall select an approved system that is available in the specified color.

All products shall be on the Approved Products List.

546.2.1 Coating System No. 1 – Polyurethane Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 below. Testing shall be in accordance with AASHTO R-31. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight. Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65%. Epoxy Intermediate Coat or Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Polyurethane Topcoat shall be a two-component aliphatic polyurethane coating with minimum solids by volume of 65%.

Table 546.2.1:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Salt Fog Resistance	ASTM B 117	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,000 Hrs. (C) Blister – Conversion #7 @ 4,000 Hrs.	
Cyclic Weathering Resistance	ASTM D 5894	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,040 Hrs. (C) Blister – Conversion #8 @ 4,032 Hrs.	
Adhesion Pull-Off Strength	ASTM D 4541	OZ Alone P/I/T (OZ)	4.1 MPa (600 psi) 4.1 MPa (600 psi)	
Freeze-Thaw Stability	ASTM D 4541	P/I/T (OZ)	2.4 MPa (350 psi) 4.1 MPa (600 psi) 2.4 MPa (350 psi) 4.1 MPa (600 psi)	Requires same average as adhesion pull-off strength results, with no tests measuring less than 60% of those results

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Pull-Off Strength				
Field History	NA	P/I/T (OZ)	Five (5) Bridges with Minimum two (2) year successful field history	

P = Primer; I = Intermediate coat; T = Topcoat; OZ = Epoxy Organic Zinc Rich Primer

546.2.2 Coating System No. 2 – Acrylic Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 above and 546.2.2:1 below as applicable. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight (Table 546.2.1:1). Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65% (Table 546.2.1:1). Epoxy Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Acrylic Topcoat shall be a high performance DTM acrylic coating with minimum solids by volume of 38% (Table 546.2.2:1).

Table 546.2.2:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Adhesion Pull-Off Strength	ASTM D 4541	High Performance Acrylic (HPA)	> 500 lbs.	One coat applied over blasted steel
Flexibility	ASTM D 522	High Performance Acrylic (HPA)	Pass: No cracking / flaking	1/8" conical mandrel One coat applied over blasted steel
Hardness (Pencil)	ASTM D 3363	High Performance Acrylic (HPA)	Final Cure: "F"	One coat applied over blasted steel
Impact	ASTM D 2794	High Performance Acrylic (HPA)	> 140 in. lbs.	One coat applied over blasted steel

The Contractor may substitute polyurethane topcoat for acrylic topcoat at their discretion pending full system submittal and approval.

546.2.3 Submittals

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

In addition to the submittals require per Section 106 Control of Materials, the Contractor shall provide the following submittals to the Project Manager at least 30 Days before coating operations:

1. Product data and SDS for each product in the system
2. Surface preparation requirements
3. Application instructions
    a. Mixing and thinning directions
    b. Recommended spray nozzles and pressures
    c. Minimum / maximum drying times, including re-coat times for shop or field coatings
    d. Temperature requirements
4. Letter from the manufacturer detailing the coating system components and the compatibility of those components to adjacent materials including but not limited to:
    a. every product in the system (primer, intermediate, topcoat, etc)
    b. any pre-applied or pre-existing products (such as existing coatings)
    c. any post applied products (such as anti-graffiti coating)
    d. any modifications to the surface preparation or application instructions related to the total system performance.
5. If the color varies from the specified color, the Contractor shall submit color samples on boards at least eight (8) inches by ten (10) inches for review and approval.
6. Documentation related to Contractor Qualifications per 546.2.3.1

Prior to coating application, the Contractor shall submit a notarized manufacturer's Certificates of Compliance stating that the Materials are the same as those described in the manufacturer's product data sheets.

546.2.3.1 Contractor Qualifications

When the Contract requires painting more than 500 square feet of steel surface, the Contractor shall demonstrate qualification by one of the following two methods:

Method 1
Obtain SSPC QP 1 certification for field painting or either SSPC-QP 3 certification or the AISC Sophisticated Paint Endorsement (SPE) for shop painting. The Contractor shall perform and document QA/QC inspections daily. QA/QC inspection documents shall be electronically submitted to the Project Manager on a weekly basis.

Method 2
Provide a coating plan and provide for NACE certified inspection (Level 2 minimum). The inspection services shall include but not be limited to:

1. Surface preparation and cleanliness inspection verifying profile and appropriate surface preparation.
2. Confirm products match approved submittals and certification letters. Document batch numbers of all coatings.
3. Inspection of primer coat to include dry film thickness readings. Review contractors QA/QC reports for environmental conditions and document.
4. Observe application of stripe coat on the intermediate coat and document environmental readings during the start-up of application. Review contractors QA/QC reports.
5. Inspect intermediate coat to include dry film thickness readings. Review Contractor's QA/QC reports.
6. Observe start-up of finish coat application and document environmental conditions.
7. Final inspection to include visual inspection for runs, sags, and foreign material in coating. Also perform final dry film thickness inspection.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

8. Inspect members after transportation, prior to subsequent coating and / or final acceptance.
9. Electronically submit interim reports after each inspection to the Project Manager within 3 working days.
10. Electronically submit comprehensive final report including photos to the Project Manager within 14 Days of completion of inspection. Final report shall include QA/QC daily inspections performed by the Contractor.

Any deficiencies shall be corrected and re-inspected by the NACE inspector prior to proceeding.

Provisions for demonstration of qualifications are incidental to the performance of the coating, no additional payment shall be made. NMDOT shall be granted open access to the coating operation to perform inspections and to review documentation of Contractor inspections. The Project Manager shall have the option to waive the Contractor Qualification requirement.

546.3 CONSTRUCTION REQUIREMENTS

The Contractor shall apply coatings in conformance with SSPC – PA 1 "Shop, Field and Maintenance Painting of Steel" and with SSPC – PA Guide 13 "Guide Specification for Application of Coating Systems with Zinc-Rich Primers to Steel Bridges" (aka AASHTO/NSBA Steel Bridge Collaboration S 8.1), SSPC-TU 3 "Technical Update No. 3 Overcoating", and the manufacturer's application instructions.

546.3.1 Surface Preparation of Existing Bridges and Structures

The Contractor shall perform surface preparation in accordance with the most stringent of the following:

1. At locations where loosely adherent coatings or corrosion are NOT present: SSPC – SP 1, and
2. At locations where loosely adherent coatings are present: SSPC – SP 3, and
3. At locations where corrosion is present: SSPC – SP 11 or
4. Specific contract document requirements or
5. Specific guidance by the Project Manager or
6. Manufacturer recommendations (per the application instructions as amended by the manufacturer's letter submitted per 546.2.3 #4d if applicable)

546.3.1.1 Surface Preparation Description and Evaluation

Various SSPC surface preparation standards are cited in this section. For reference, a brief summary of each is listed below. The Contractor is responsible to perform to the current versions of all requirements of the full and complete standards available directly from SSPC, The Society for Protective Coatings.

SSPC-SP1 Solvent Cleaning

Removes all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam. SSPC-SP 1 is a prerequisite to all hand tool, power tool and abrasive cleaning standards. SSPC-SP1 shall be incidental.

SSPC-SP3 Power Tool Cleaning

Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling. Tightly adherent, intact materials may remain.

SSPC-SP6 Commercial Blast Cleaning

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

When viewed without magnification shall be free of all visible oil, grease, dirt, dust, loose mill scale, rust, and coating, but will permit staining from rust, mill scale, or previously applied coatings. The surface will not necessarily be uniform in color.

SSPC-SP7 / NACE 4 Brush-Off Blast Cleaning
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.
SSPC-SP10 / NACE 2 Near-White Blast Cleaning
When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.). SSPC-SP10 shall only be engaged when required by the manufacturer. It shall be paid under the bid item for SSPC-SP6.

SSPC-SP11 Power Tool Cleaning to Bare Metal
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. The surface profile shall not be less than 1 mil (25 microns).

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife. The surface shall have a minimum profile of 0.75 mil (19 microns).

Prepared surfaces shall be evaluated using the SSPC standards. The following references will be provided to the Project Manager by the Contractor for inspection and acceptance of prepared surfaces:

- If SP 10, SP 6, SP 14 or SP 7 are engaged: SSPC-VIS 1 Guide and Standard (includes reference photographs)
- If SP 2, SP 3, SP 11 are engaged: SSPC-VIS 3 Guide and Standard (includes reference photographs)
- If SP 12 is engaged: SSPC-VIS 4 Guide and Standard (includes reference photographs)

SSPC VIS Guide and Standard shall become the property of the Department. Provide current version.

546.3.1.2 SSPC-SP 1 - Solvent and Pre-Cleaning
The Contractor shall clean exposed areas in accordance with SSPC-SP 1 Solvent Cleaning.

The Project Manager may approve cleaning with high pressure water and an approved, mild detergent to supplement solvent cleaning, where more effective or suitable. This method of pre-cleaning is required on all surfaces that have been exposed to chloride contamination from the use of road salts for snow and ice control.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

546.3.1.3 SSPC-SP 3 Power-Tool Cleaning

The Contractor shall remove poorly adhering coatings and prepare the surface with power-tools in accordance with SSPC-SP 3, Power Tool Cleaning. At the Contractor's discretion, SSPC-SP 7 or SSPC _ SP 12 WJ 3 may be employed in lieu of SSPC-SP 3.

546.3.1.4 SSPC-SP 6 – Commercial Blast Cleaning

The requirement for commercial blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations.

546.3.1.5 SSPC-SP 7 – Brush-Off Wet Blast Cleaning

The requirement for brush-off wet blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of wet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.6 SSPC-SP 10 – Near-White Blast Cleaning

The requirement for near-white blast cleaning shall be established by the manufacturer's recommendations. SSPC-SP 10 shall be paid under the same bid item as SSPC-SP 6.

546.3.1.7 SSPC-SP 11 – Power-Tool Cleaning to Bare Metal

The Contractor shall clean areas that show moderate to severe corrosion in accordance with SSPC-SP 11, Power-Tool Cleaning to Bare Metal. Areas too large to be prepared using power tools may be cleaned per SSPC SP-6 Commercial Blast Cleaning at the Contractor's discretion.

The Project Manager will mark additional areas for cleaning in accordance with SSPC-SP 11. The Contractor shall clean at least two (2) inches beyond the damaged areas in all directions. The Contractor shall feather the exposed edges of the cleaned areas in accordance with SSPC-SP 11. The Contractor shall not leave ragged edges of intact paint. During and after power-tool cleaning, the Contractor shall maintain the degree of cleaning specified in accordance with SSPC-SP 11.

The Department will accept these surfaces by visually comparing them to a prepared standard on the Project. The Contractor shall prepare a Project standard by power-tool cleaning an area designated for recoating. Before cleaning, the Contractor shall ensure that the prepared standard is in accordance with SSPC-Vis 3, Visual Standard for Power and Hand-Tool Cleaned Steel, Pictorial Standard E SP 11, F SP 11, and G SP 11, and obtain Department approval. The Contractor shall prepare at least one (1) standard for each Structure. More than one (1) standard may be necessary if the cleaned steel differs significantly from the photographic standards. For recoating Bridges, the Contractor shall make the standard at least one (1) ft. × one (1) ft. For recoating Bridge railing or minor Structures, the standard may be smaller. The Contractor shall protect the Project standard from corrosion and contamination by applying a clear polyurethane coat. Upon completing the cleaning work, the Contractor shall re-clean and coat the standard. If the standard becomes deteriorated or ineffective, the Contractor shall re-establish it at no additional cost to the Department.

The SSPC VIS 1 "Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning" shall be used in this same manner to prepare a standard for surfaces that are blast cleaned per SSPC SP-7 and SP-10.

SSPC-SP 12 WJ-3 may be employed in lieu of SSPC-SP 3. At the Contractor's discretion, SSPC-SP 7 or

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

546.3.1.8 SSPC-SP 12 WJ-3 – Thorough Waterjetting

The requirement for thorough waterjetting shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of waterjet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.9 SSPC SP-16 – Galvanized Surfaces

Previously galvanized surfaces shall be prepared by the Contractor in accordance with SSPC-SP16 – Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel. Brush-off blast cleaning includes SSPC-SP1 solvent cleaning or other method approved by the project manager to remove oil, grease, or other contaminants. The SSPC-SP1 is followed by a dry abrasive blasting using compressed air, blast nozzles, and abrasives. To avoid formation of zinc oxides that will result in potential coating failure, blast cleaning must occur when the surface temperature is a minimum of 5 degrees above the dew point and the surface cannot be permitted to get damp after cleaning. The Contractor shall apply coating as soon as possible after surface cleaning.

The Contractor shall apply intermediate and top coat products in accordance with manufacturer's application instructions and this specification.

546.3.1.10 Preparing Glossy Surfaces

All previously coated glossy surfaces shall be lightly abraded / deglossed prior to re-coating.

546.3.1.11 Testing for Chloride Contamination

Prepared surfaces with exposed metal will be tested by the Contractor for chloride contamination. All test areas will be recorded for retesting purposes. A minimum of five (5) tests per 1,000 s.f. or fraction thereof shall be conducted prior to surface preparation. If results greater than 7micrograms per cubic centimeter are detected, the surface shall be re-cleaned as specified and re-tested at the same frequency. If acceptable results are achieved, surface preparation may begin.

546.3.1.12 Abrasives Used in Blast Cleaning Operations

When blast cleaning options are employed in lieu of SSPC SP – 3 and SP – 11 standards (ie SP-7 and SP-6), the Contractor shall select the type of abrasive. All abrasives brought to the site shall be stored in a clean and dry environment. Abrasives shall not be recycled or re-used without NMDOT approval.

546.3.1.13 Limited Access Areas

A best effort with the specified methods of cleaning shall be performed in limited access areas. These methods may need to be supplemented with other equipment such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Project Manager.

When replacing a concrete Bridge deck, the Contractor shall not clean or coat the top surfaces of top flanges of beams and girders and shear connectors.

546.3.1.14 Chemical Paint Removal

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Chemical removal products and methods may be approved by the Department.

546.3.2 Coating

546.3.2.1 Mixing the Coatings

The Contractor shall mix the coatings with a power mixer in accordance with the coating manufacturer's directions until the Material is smooth and lump-free. The Contractor shall not use paint shakers.

The Contractor shall mix the Material as far as possible in its original container and continue mixing until the metallic powder or pigment is in suspension.

The Contractor shall thoroughly disperse the coating solids that may have settled to the bottom of the container. The Contractor shall strain coatings through a 30 – 60 mesh screen, or per coating manufacturer's recommendations.

The Contractor shall continuously agitate mixed coatings until application.

546.3.2.2 Thinning the Coating

The Contractor shall not thin the coatings without the approval of the Project Manager. If it is necessary to thin the coatings, the Contractor shall thin the Material in accordance with the manufacturer's recommendations.

546.3.2.3 Coating Application

The Contractor shall apply the coating system with a brush, roller, or by spraying (preferred). The Contractor shall use nozzles and pressures in accordance with the manufacturer's recommendations.

A stripe coat shall be applied to all edges, corners, seams, crevices, interior angles, junctions of joining members, rivets, bolt heads, nuts and threads, welds and similar irregularities. The stripe coats shall be of sufficient thickness to completely hide the surface being covered and shall be followed, as soon as practicable, by a full application of the appropriate coating to its specified thickness.

546.3.2.4 Temperature and Weather Limitations

546.3.2.4.1 Temperature

The Contractor shall apply the coating when the air and surface temperatures are above 50 °F and at least five (5) °F above the dew point.

The Contractor shall not apply coatings on metal surfaces with condensation or frost.

546.3.2.4.2 Humidity

The Contractor shall not apply the coatings when the relative humidity is above 85 %.

546.3.3 Priming

The Contractor shall prime coat all steel surfaces prepared in accordance with SSPC SP-11. The Contractor shall apply primer the same day as cleaning, unless otherwise authorized by the Project Manager. The

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Contractor shall re-clean surfaces that develop rust or are contaminated with deleterious material before coating, at no additional cost to the Department.

546.3.4 Intermediate and Topcoat

The Contractor shall ensure the primer is cured and dry before applying subsequent coats.

The Contractor shall not allow the manufacturer's recommended maximum time to lapse between coats.

546.3.5 Thickness of Coatings

The Department will reject the coating if the DFT (dry film thickness) gauge shows less than the specified minimum thickness for any coating. The Contractor shall provide coating thicknesses in accordance with Table 546.3.5:1, "Required Film Thicknesses."

Table 546.3.5:1: Required Film Thicknesses

Coating	Dry Film Thickness Range (mils)
Coating System No. 1 – Polyurethane Topcoat Overcoat / Repair System (As required For Surfaces Coated Per Section 544 New Structural Steel and Certain Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Intermediate (Epoxy)	5.0 – 8.0 mils
Topcoat (Polyurethane)	3.0 – 5.0 mils
Coating System No. 2 – Acrylic Topcoat Overcoat / Repair System (As required For Designated Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Topcoat (Acrylic)	2.0 – 4.0 mils

The Contractor shall determine the dry film thickness using magnetic film thickness gauges, per latest version of SSPC PA-2 Procedure for Determining Conformance to Dry Coating Thickness Requirements. The Contractor shall calibrate the gauges on blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. All dry film thickness requirements are to be measures above the peaks of the blast profile.

546.3.6 Field Repair of Liquid Coatings

Field repair shall be accomplished with the same coating system used for the original application with the exception that organic zinc rich primer may always be used.

The Contractor shall field repair coated areas that are rusted or damaged. The Contractor shall prepare the surface in accordance with 546.3.1 "Surface Preparation of Existing Bridges and Structures" or with methods approved by the Project Manager.

The Contractor shall prime large areas using spray Equipment, brush, or roller. The Contractor shall prime small areas with a brush. The Contractor shall spray or brush the topcoat. Two (2) or more coats may be

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

necessary to build up the required film thickness. The Contractor shall apply topcoat only to areas where the topcoat is damaged.

546.3.7 Protection of the Work and Public

During the coating operations, the Contractor shall protect the work and the public from blast cleaning operations, paint splatter, splashes and smirches with protective covering or other methods approved by the Project Manager.

When the protective devices or procedures are ineffective, the Project Manager may suspend the work until corrections take place.

The Contractor shall remove blasting and coating debris from all on-site work before reopening the area to traffic.

546.3.8 Inspection

The Contractor will be responsible for performing and documenting Quality Control (QC) inspections of all shop / field surface preparation and coating activities. When the contract requires painting more than 500 square feet of steel surface, the Contractor shall reference Section 544.2.2.3 Contractor Qualifications. When the contract required painting less than 500 square feet of steel surface, the Contractor shall document all QC inspection activities, measurements and observations on the Daily Inspection report. These reports shall be submitted to the Project Manager at a minimum on a weekly basis and shall account for all work performed.

The Contractor shall notify the Project Manager at least ten (10) Days before surface preparation and/or coating to allow adequate time to plan inspection activities.

After completing erection, the Project Manager will inspect the surfaces to be embedded in concrete. The Contractor shall repair damaged or rusted surfaces before placing decks. After placing the deck and at an agreed upon time, the Project Manager will inspect the entire steel Structure for coating system damage. The Project Manager will mark damaged areas for repair and will re-inspect after repairs are complete.

546.4 METHOD OF MEASUREMENT

The Project Manager will measure cleaned areas in accordance with SSPC-SP 11 and SSPC-SP 3 before the application of the prime coat.

546.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Recoating Structures	Lump Sum
SP 3 Power Tool Cleaning	Square Foot
SP 6 Commercial Blast Cleaning	Lump Sum
SP 11 Power Tool Cleaning	Square Foot

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

SP 16 Brush-Off Blast Cleaning of Galvanized Steel Lump Sum

546.5.1 Work Included in Payment

The following items will be considered as included in the payment for Recoating Structures and will not be measured and paid for separately:

1. Cleaning all exposed areas of existing steel members in accordance with SSPC-SP 1;
2. When SSPC-SP 6 is performed at the Contractor's discretion in lieu of SSPC-SP 11, SSPC-SP 11 shall be used as the pay item;
3. When SSPC-SP 7 is performed at the Contractor's discretion in lieu of SSPC-SP 3, SSPC-SP 3 shall be used as the pay item;
4. SSPC-SP 11 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price.
5. SSPC-SP 3 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price;
6. When SSPC-SP 10 Near-White Blast Cleaning is performed due to manufacturer requirements, SSPC-SP 6 shall be used as the pay item.
7. Furnishing and applying the appropriate coating system to all exposed steel surfaces of the structure;
8. Any field touch-up required to correct shipping or installation damage.
9. Final cleanup of the structure and the immediate area; and
10. Re-caulking the perimeters of all railing post base plates per Section 543.

Section 560: Elastomeric Bearing Pads

Delete **Section 560.5 Basis of Payment** and replace with the following:

Section 560.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Elastomeric Bearing Pads	Each

Section 562: Bridge Joint Strip Seals

Delete **Section 562.1: DESCRIPTION** in its entirety and replace with the following:

Section 562.1: DESCRIPTION

This Work consists of providing, assembling, and installing Bridge joint strip seal assemblies and in accordance with the Standard Drawings for Bridge Joint Strip Seals.

In addition, this Work consists of replacing and installing Bridge joint elastomer on existing Bridge joints in accordance with the Standard Drawings for Bridge Joint Strip Seals.

Add the following to **Section 562.4: METHOD OF MEASUREMENT**

Bridge Joint Elastomer will be measured by the linear foot.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Add the following Pay Item to Section **562.5: BASIS OF PAYMENT**

Pay Item	**Pay Unit**
Bridge Joint Elastomer	Linear Foot

Add the following to Section **562.5.1: Work Included in Payment**

8. Bridge Joint Elastomer.

Section 601: Removal of Structures and Obstructions

Add the following to Section **601.3.2 Removal of Bridges, Culverts and Other Drainage Structures**:

601.3.2.1 Partial Removal of Bridge Elements
If partial removal is specified, the partial removal shall be in accordance with Section 533.3, Construction Requirements.

Add the following to **Section 601.5.1: Work Included in Payment**

4. Means and methods associated with partial removal of Bridge elements.

Section 602: Slope and Erosion Protection Structures

602.2.1 Classifications
Delete **Table 602.2.1:1** and replace with the following:

Table 602.2.1:1: Riprap Classifications and Gabion Requirements

Class	Description	Stone Volume (cubic feet)		Minimum Dimensions[a] (inches)	Nominal D50 (feet)	Minimum Blanket Thickness (feet)
		Minimum	Maximum			
A	Wire enclosed riprap	1/6	2/3	4	0.75	--
A	Non-enclosed riprap	1/6	2/3	4	0.75	1.25
B[b]	Non-enclosed riprap	1	2	6	1.25	2.0
C[b]	Non-enclosed riprap	2	4	9	1.5	2.25
D	Derrick stone	See Table 602.2.1:2				3.0
E	Grouted riprap	1/3	1	3	1.0	1.5
F	Grouted riprap	1	2	6	1.25	2.0
G	Rock plating	--	--	4-8[c]	--	1.0
N/A	Wrapped rockfacing	--	--	1	--	--
N/A	Gabions	--	--	4-8[c]	--	--

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

[a] Minimum size in the least dimension.

[b] Class B and C stone – at least two (2) Fractured Faces.

[c] 70% to 80% of the stone: at least four (4) inches but not more than eight (8) inches in the smallest dimension; 30% to 20% of the stone: no larger than four (4) inches in any dimension.

Add the following to **Section 602.5 Basis of Payment**:

Pay Item	**Pay Unit**
Riprap Class A (Non-Enclosed)	Cubic Yard

Section 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier

Delete 9. from **Section 606.5.1: Work Included in Payment** and replace with the following:

9. Hot/Warm Mix Asphalt Material, placement and compaction;

Section 618: Traffic Control Management

Delete 10. from **Section 618.2.2: Duties.**

Section 621: Mobilization

Delete **Section 621.5.1: Work Included in Payment** in its entirety and replace with the following:

Section 621.5.1: Work Included in Payment
The Department will pay the Contractor partial payments using the following procedure:

1. When one percent (1%) or more of the Total Original Contract Amount less Mobilization is earned, up to 25 percent (25%) of the amount Bid for Mobilization or three percent (3%) of the Total Original Contract Amount, whichever is less, will be paid;
2. When five percent (5%) or more of the Total Original Contract Amount less Mobilization is earned, up to 50 percent (50%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
3. When 10 percent (10%) or more of the Total Original Contract Amount less Mobilization is earned, up to 75 percent (75%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
4. When 25 percent (25%) or more of the Total Original Contract Amount less Mobilization is earned, up to 90 percent (90%), less previous amounts paid, of the amount Bid for Mobilization will be paid; and
5. When 50 percent (50%) or more of the Total Original Contract Amount less Mobilization is earned, up to 100 percent (100%), less previous amounts paid, of the amount Bid for Mobilization will be paid.

The total sum of all Mobilization payments shall not exceed the Total Original Contract Amount Bid for the item.

The Department will not make additional payments for de-mobilization and re-mobilization due to shutdowns, whole or partial suspensions of the Work or for other Mobilization activities required for satisfactory completion of the Contract.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Section 701: Traffic Signs and Sign Structures

Delete the first paragraph of **Section 701.2.4.6: Inspection** and replace with the following:

Prior to fabrication, the Contractor shall provide the Project Manager all signing information, including text, for review and approval. The Department will inspect Material and finished signs before and after installation at the Project site.

Add the following to **Section 701.3.5 Removing and Resetting Traffic Signs**:

701.3.5.2 Removing and Resetting Overhead Sign Structures
The Contractor shall remove existing overhead sign structures, I-beam posts and footings. The Contractor shall stockpile removed overhead sign structures and I-beam posts at locations specified in the Contract. The Contractor shall reset removed overhead sign structures on new I-beam posts with new hardware and drilled shaft foundations. The Contractor shall design new hardware for existing conditions in accordance with the manufacturer's recommendations and as specified in the Contract. The Contractor shall dispose of footing Material in an environmentally acceptable manner.

The Contractor shall backfill holes left by the removal of overhead sign structure foundations and compact in accordance with Section 203, "Excavation, Borrow and Embankment".

Polyurethane Material shall be injected into the soils beneath the roadway structure through drilled holes at locations and depths as directed by the Project Manager.

Add the following Pay Item to **Section 701.5 BASIS OF PAYMENT**

Pay Item	**Pay Unit**
Remove and Reset Overhead Sign Structure	Each

Add the following to **Section 701.5.1 Work Included in Payment**

8. Polyurethane Material as displayed by the certified flow meters and dynamic cone penetration (DCP) testing.

Section 702-C: Traffic Control Devices for Construction and Traffic Control Devices for Pedestrians and Bicyclists

702-C.1 DESCRIPTION
This Work shall consist of implementing the necessary traffic control during construction in conformance with the Contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the Contract traffic control Plan detailed in the Plans to the Project Manager, for review and approval by the District Traffic Engineer/or Local Government Agency Engineer or designee, prior to beginning construction operations.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor shall furnish all Materials, tools, labor, Equipment and all other appurtenances necessary to complete the Work. The Materials shall include, all interim and temporary signing, and traffic control devices as necessary to complete the traffic control detailed in the Plans or modifications to the Plan details as approved by the District Traffic Engineer including all setups and resetting of devices.

The Contractor shall submit a summary of all necessary traffic control devices for this Project in the format indicated in Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" to the Project Manager at least two (2) weeks prior to the Pre-Construction Conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with Section 702 referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated Work and Materials defined in Standard Specifications Section 702, "Construction Traffic Control Devices", including all revisions. The Contractor will not be allowed to initiate any Work on the Project until Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" has been provided to the Project Manager.

Table 702-C.1:1
Traffic Control Devices for Construction

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Steel Posts And Base Posts for Construction Signing	Lin. Ft.			
Multi-Directional Slip Base Posts for Construction Signing	Each			
Portable Sign Support	Each			
Barricade, Type I	Each			
Barricade, Type II	Each			
Barricade, Type III-6 Ft.	Each			
Barricade, Type III-8 Ft.	Each			
Vertical Panel, Type Single	Each			
Vertical Panel, Type Back to Back	Each			
Construction Traffic Marker	Each			
Channelization Devices Type Drum	Each			
Traffic Cones	Each			
Sequential Arrow Display	Each			
Temporary Portable Rumble Strips	Lin. Ft.			
Total For Item 702810 Traffic Control Devices for Construction (Lump Sum)			$	

Table 702-C.1:2
Traffic Control Devices for Pedestrians and Bicyclists

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Portable Sign Support	Each			

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Vertical Panel, Type Single	Each			
Temporary Pedestrian Channelization Devices	Lin. Ft.			
Temporary Detectable Warning Surface	Each			
Temporary ADA Ramp	Each			
Temporary ADA Platform	Each			
Temporary Pedestrian Barricade	Each			
Total For Item 702811 Traffic Control Devices For Pedestrians And Bicyclists (Lump Sum)			$	

702-C.2 MATERIALS

702-C.3 CONSTRUCTION REQUIREMENTS
All construction shall be effected by the Contractor in accordance with the applicable Plan details and Specifications shown in the Contract or modifications to the Plan details as approved by the District Traffic Engineer.

All Materials and devices shall be maintained and replaced if necessary for the duration of the Project in conformance with these Specifications.

Traffic control shall be maintained in conformance with Standard Specifications Section 618, “Traffic Control Management” for the duration of the Project.

702-C.4 METHOD OF MEASUREMENT
Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist will be measured as a lump sum based on the summary provided at the Pre-Construction Conference..

702-C.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Traffic Control Devices for Construction	Lump Sum
Traffic Control Devices for Pedestrian and Bicyclist	Lump Sum

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist shall not be considered as eligible for a cost savings suggestion.

702-C.5.1 Work Included in Payment
The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Setting and resetting of devices; and
2. Flaggers.

Section 704: Pavement Markings

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Delete the first paragraph of **Section 704.3.5: Rates and Tolerances for Painted Markings** and replace with the following:

The Contractor shall apply paint at a rate of 22 to 25 wet mills, (25.15 gal per mile of paint for a solid four (4) inch line and 6.31 gal per mile for a broken four (4) inch line) for permanent markings. The Contractor shall apply other permanent striping widths at appropriate multiples of these gal per mile rates, achieving 22 to 25 wet mills for solid and broken stripes.

Add the following to **Section 704.3.6: Dimension Tolerances**

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

Section 704-A: Temporary Marking Tape

Delete **Section 704-A.4 METHOD OF MEASUREMENT** and replace with the following:

Section 704-A.4 METHOD OF MEASUREMENT
The Department will measure temporary Removable and Non-Removable Marking Tape by four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24 inch widths using inch widths to calculate a total length. Temporary words or symbols will be paid by each.

Delete **Section 704-A.5: BASIS OF PAYMENT** in its entirety and replace with the following:

Section 704-A.5: BASIS OF PAYMENT

Pay Item	**Pay Unit**
Removable Marking Tape _____inch	Linear Foot
Temporary Word or Symbol	Each

Section 704-A.5.1 Work Included in Payment
The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

1. Repair or replacement of damaged striping due to Contractor's negligence or operations;
2. Furnishing, mixing, and applying adhesive or primers;
3. Standard surface preparation;
4. Mobile traffic control operations for traffic marking operations;
5. Removal of Removable Marking Tape and/or Temporary Word(s) or Symbol (s);
6. Repair or replacement of damaged Removable Marking Tape and Temporary Word(s) or Symbols(s).

Section 705: General Requirement for Traffic Signal and Lighting Systems

Delete Subsection **705.5 BASIS OF PAYMENT** and replace with the following

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

705.5 BASIS OF PAYMENT
Signal/Lighting System Start-up Costs will be paid for the actual cost incurred, not to exceed the fixed amount entered by the Department into the Bid Schedule.

Provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Signal/Lighting System Start-up Costs.

Pay Item	**Pay Unit**
Signal/Lighting System Start-up Costs	Allowance

APPENDIX "B"
Additional requirements for:

Items 009-011	**Diamond Grinding of PCCP – District 1**
Items 012-014	**Diamond Grooving of PCCP – District 1**
Items 094-096	**Diamond Grinding of PCCP – District 2**
Items 097-099	**Diamond Grooving of PCCP – District 2**
Items 179-181	**Diamond Grinding of PCCP – District 3**
Items 182-184	**Diamond Grooving of PCCP – District 3**
Items 264-266	**Diamond Grinding of PCCP – District 4**
Items 267-269	**Diamond Grooving of PCCP – District 4**
Items 349-351	**Diamond Grinding of PCCP – District 5**
Items 352-354	**Diamond Grooving of PCCP – District 5**
Items 434-436	**Diamond Grinding of PCCP – District 6**
Items 437-439	**Diamond Grooving of PCCP – District 6**

Diamond-Grinding and Diamond Grooving of Portland Cement Concrete Pavement- This work consists of diamond grinding and/or diamond grooving Portland cement concrete pavement and includes the removal and residue resulting from the work as described in Section 455 "Diamond-Grinding and Diamond-Grooving of Portland Cement Concrete Pavement (PCCP)" and Section 512.3.10 "Final Operations" of the NMDOT Standard Specifications for Highway and Bridge Construction, current edition.

- Field surveying and profile grade determination - The Contractor shall perform a detailed survey of the bridge deck, approach slabs and beyond as necessary to determine the existing profile of the bridge and approaches. The Contractor shall use this data to develop a proposed revised profile grade as a guide to the proposed grinding or grooving. Prior to beginning grade adjustments, the Contractor shall submit to the authorized ordering Engineer for approval, a detail drawing of the area to be grinded or grooved to the final proposed grades. At the completion of work at a location, the Contractor shall conduct another survey of the area showing the corrected profile grades.

- The Project Manager may direct the Contractor to perform Diamond-Grinding of the asphalt pavement within 100 feet on each side of the bridge. This will be paid for as Diamond-Grinding of Portland Cement Concrete Pavement.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

The Contractor may refuse to treat a bridge deck or grind-groove a bridge deck, provided a survey of the deck surface indicates the bridge deck condition is not suitable for the application of the PCBDO or for the suitability of diamond grinding or diamond grooving of Portland cement concrete pavement.

The Contractor is responsible for verifying the suitability of the bridge deck and adjoining approach and transition slabs prior to mobilization. The Contractor shall provide a written notice to the parties executing the work of any bridge decks or areas unsuitable for treatment or for grinding or grooving.

APPENDIX "C"
Additional requirements for:

Items 022-025	**Epoxy Polymer Concrete Deck Overlay – District 1**
Items 026-029	**Epoxy Urethane Polymer Concrete Deck Overlay – District 1**
Items 107-110	**Epoxy Polymer Concrete Deck Overlay – District 2**
Items 111-114	**Epoxy Urethane Polymer Concrete Deck Overlay – District 2**
Items 192-195	**Epoxy Polymer Concrete Deck Overlay – District 3**
Items 196-199	**Epoxy Urethane Polymer Concrete Deck Overlay – District 3**
Items 277-280	**Epoxy Polymer Concrete Deck Overlay – District 4**
Items 281-284	**Epoxy Urethane Polymer Concrete Deck Overlay – District 4**
Items 362-365	**Epoxy Polymer Concrete Deck Overlay – District 5**
Items 366-369	**Epoxy Urethane Polymer Concrete Deck Overlay – District 5**
Items 447-450	**Epoxy Polymer Concrete Deck Overlay – District 6**
Items 451-454	**Epoxy Urethane Polymer Concrete Deck Overlay – District 6**

The Contractor shall:

1. Prepare the concrete to produce a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation CSP 5-7, or ASTM E 965 pavement macrotexture depth of from 0.04 in to 0.08 in. Provide concrete surface profile chips to the Project Manager for inspection and acceptance of prepared surface. ICRI concrete surface profile chips will become the property of the Department.

2. Section 536 materials shall be applied on all deck, approach slab and/or transition slab areas using mechanical metering, mixing and distribution machinery as recommended by the manufacturer of the overlay system. Hand mixing is not allowed. Components A and B shall be applied within the temperature range recommended by the manufacturer. No vehicle and/or equipment shall be allowed on the overlay during the curing period. Broadcasting on concrete shall be performed in accordance with the manufacturer's directions and the method approved by the Project Manager.

3. For work orders consisting of both deck sealing work (Section 535) and overlay work (Section 536), all materials must be from the same manufacturer and compatible as per the manufacturer's recommendations and selected from the Department's Approved Product List.

4. At least 7 calendar days prior to applying the Polymer Bridge Deck Overlay to the overall concrete surface, a proof test must be performed by the Contractor and witnessed by the Project Manager. Apply and test the proposed overlay material in accordance with Appendix "C" at the end of this document. Upon completion of the curing period, perform the designated pull-off test. Failure must be a Type 1 failure as described in Appendix "C" Section e.6.b. If the failure type is any other type, repeat this test in another representative

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

area. If the second test results in anything other than a Type 1 failure, the proposed material shall not be used on this project.

Appendix "D"
Additional requirements for:

Item 030 Testing Polymer Overlay for Surface Preparation and Adhesion – District 1
Item 115 Testing Polymer Overlay for Surface Preparation and Adhesion – District 2
Item 200 Testing Polymer Overlay for Surface Preparation and Adhesion – District 3
Item 285 Testing Polymer Overlay for Surface Preparation and Adhesion – District 4
Item 370 Testing Polymer Overlay for Surface Preparation and Adhesion – District 5
Item 455 Testing Polymer Overlay for Surface Preparation and Adhesion – District 6

Test Method for Testing Polymer Overlays for Surface Preparation and Adhesion

a. Scope

This method covers the test procedure used to measure the tensile rupture strength between hydraulic cement concrete and polymer concrete overlays. This test procedure may involve hazardous materials, operations, and equipment. Follow all manufacturer suggested safety precautions when performing the test. This test is similar to ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. NOTE: "Polymer Overlay" represents the complete system; polymer adhesive and aggregate bonded to the concrete bridge deck.

b. References

b.1 ACI Manual of Concrete Practice 503R, Appendix A

c. Apparatus

c.1 A dynamometer with a minimum capacity of 2,000 lb/f.

c.2 A mechanical testing device for pulling a bonded pipe cap in tension as shown in ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. See Figure 1 below.

c.3 Core drill with a 2 inch inside diameter diamond tipped core barrel.

c.4 A standard 1½ inch diameter pipe cap, where the bottom surface has been machined smooth, flat, and shoulder cut to provide a 2 inch diameter bonding surface. The surface of the pipe cap should be textured to provide good adhesion to the adhesive. This may be achieved by sandblasting, scoring or any method that produces a roughened bonding surface.

c.5 A rapid curing adhesive with strength and viscosity properties suitable for bonding the pipe caps to the overlay. A high viscosity, rapid setting epoxy with a pot life of 3 to 25 minutes is recommended.

c.6 Ruler or measuring device,

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

c.7 Small propane torch (optional).

c.8 Surface and internal thermometers.

Note a: Test equipment for this procedure is available in other forms and may be used with the approval of the Project Manager.

d. Preparation of Test Patches

d.1 Select 1½ foot x 3 foot areas of the bridge deck for the polymer concrete test patches. The test patches should cover typical surface conditions found on the bridge deck. Place the test patches in the wheel paths, in the area between wheel paths and in other areas that represent the worst surface condition.

d.2 Clean test patch areas by the same method to be used to prepare the entire deck. Remove all loose disintegrated concrete, dirt, paint, oil, asphalt, laitance carbonation and curing materials from patches and other foreign material from the surface of the deck that can interfere with the curing or adhesion of the overlay. Cleaning is usually indicated by a significant change in the color of the concrete and exposing coarse aggregate particles.

d.3 Tape off an area 1½ foot x 3 foot using duct tape. Measure and record the temperatures of the air, deck surface, polymer components and aggregate.

d.4 Mix the polymer components as prescribed by the manufacturer using the same equipment, timing, and sequence of operation as will be used when placing the overlay on the full deck surface.

d.5 Collect a 2 ounce sample of the mixed polymer and measure and record the polymer gel time. The gel time is the time interval between the initial mixing of the polymer and the formation of a gelatinous mass in the center of the sample.

d.6 Accurately prepare sufficient quantities of the polymer mixture for each test patch. Place the polymer on each 0.5 square yard prepared test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

d.7 Allow the polymer to cure as required to allow sweeping or vacuuming without damaging the surface (curing time varies according to temperature). Curing of the first course can be checked by placing thumb on the aggregate and applying pressure. If the aggregate moves, curing has not been sufficient. See TABLE 1 for typical minimum cure times.

d.8 Remove excess aggregate.

d.9 Accurately measure sufficient quantities of the polymer mixture for each test patch. Place the polymer on the first course of each 0.5 square yard test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

d.10 Allow the polymer to cure as required to prevent damage from traffic. See TABLE 1 for typical minimum cure times.

d.11 Remove excess aggregate.

Table 1: Typical Polymer Concrete Overlay Cure Times

Course	Average Temperature of Overlay Components, °F						
	55-59	60-64	65-69	70-74	75-79	80-85	85+
	Minimum Cure Time, hrs.						
1	5	4	3	2.5	2	1.5	1
2	8	6.5	5	4	3	3	3

e. Procedure

e.1 Using a diamond tipped core barrel, drill through the polymer overlay and into the concrete surface to a depth of ½ inch. The dimensions of the core barrel must be such that the resulting concrete core is 2 inches in diameter. Do not use water for the coring operation.

e.2 Vacuum or blow the dust from around the core. Bond a 1½ inch pipe cap that has been machined to have a flat bottom surface of 2 inches in diameter, to the cored overlay disk. The adhesive used to bond the pipe cap to the overlay should be a rapid curing adhesive with a minimum working life of 3 minutes. Apply a small amount of adhesive to both the pipe cap surface and the cored disk. Do not allow any adhesive to flow over the edge of the cored disk or down into the cored area. If this occurs, do not record the test result, core an alternate area and perform another test. To decrease the curing time of the epoxy adhesives, heat may be applied to pipe cap by means of a small propane torch. Do not heat the cored disk directly!! Monitor the temperature of the pipe cap. Do not allow the cap temperature to exceed 120°F.

e.3 It is of the utmost importance that the tensile rupture equipment and dynamometer be aligned with the extended axis of the pipe cap to give accurate test results. To ensure the alignment of the apparatus alignment the use of a template is advised.

e.4 Screw the lower threaded hook into the cap. Place the testing apparatus over the pipe cap and align with the cored disk.

e.5 Attach the dynamometer to the upper and lower hooks. Set the load indicator on the dynamometer to zero. Check the date of calibration on the dynamometer. It must have been calibrated within the last 12 months.

e.6 Apply a tensile load at the rate of 100 + 10 pounds, every 5 seconds.

e.6.a Record the load for each test core to the nearest 10 lbf.

e.6.b Record the type of failure for each test core and percent failure in the concrete over the test area for Type 1 and Type 2 failures.
There are five types of failures:

- Type 1 - Failure in the concrete at a depth greater than or equal to ¼ inch over more than 50% of the test area.

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

- Type 2 - Failure in the concrete at a depth less than ¼ inch over more than 50% of test area.
- Type 3 - Separation of the polymer overlay from the concrete surface.
- Type 4 - Failure within the polymer overlay.
- Type 5 - Failure of the test adhesive.

A properly applied polymer overlay on a properly prepared surface typically will result in a failure in the concrete (Type 1).

e.7 Perform a minimum 4 pull-off tests on each 1½ foot x 3 foot test patch.

e.8 Repair the hole created by the tensile rupture strength test with a mixture of the polymer and aggregate used in the overlay.

f. Calculations

f.1 Use the 3 highest values to calculate the Tensile Rupture Strength for the test patch as noted below.

f.1.a For Type 1 failures:

- Tensile Rupture Strengths less than 250 psi will not be used in the average tensile rupture calculation.
- Should one pullout fail below 250 psi the test result will be the average of the two remaining pull-off tests.
- A failure in the concrete below 250 psi indicates weak concrete, not poor overlay bond.

f.1.b For Type 2, 3 or 5 failures use the average of the three highest pull-off values to determine the Tensile Rupture Strength.

f.1.c Type 4 failures will not be accepted or used in calculations.

f.2 Determine the Tensile Rupture Strength for each test core using the following equation:

$$TRS_x = P/A$$

TRSx = Tensile Rupture Strength for one test core.
P = Load (Dynamometer)
A = Area of cored disc, verify the area previous to performing the calculations.

f.2.a This value will be recorded as the result for one test core. Record the result to nearest 10 psi.

f.3 Determine the average Tensile Rupture Strength for each test patch using the following equation.

$$TRS_{avg} = \frac{TRS_1 + TRS_2 + \ldots TRS_n}{n}$$

n = number of test cores

f.3.a This value will be recorded as the result for one test patch. Record the result to nearest 10 psi.

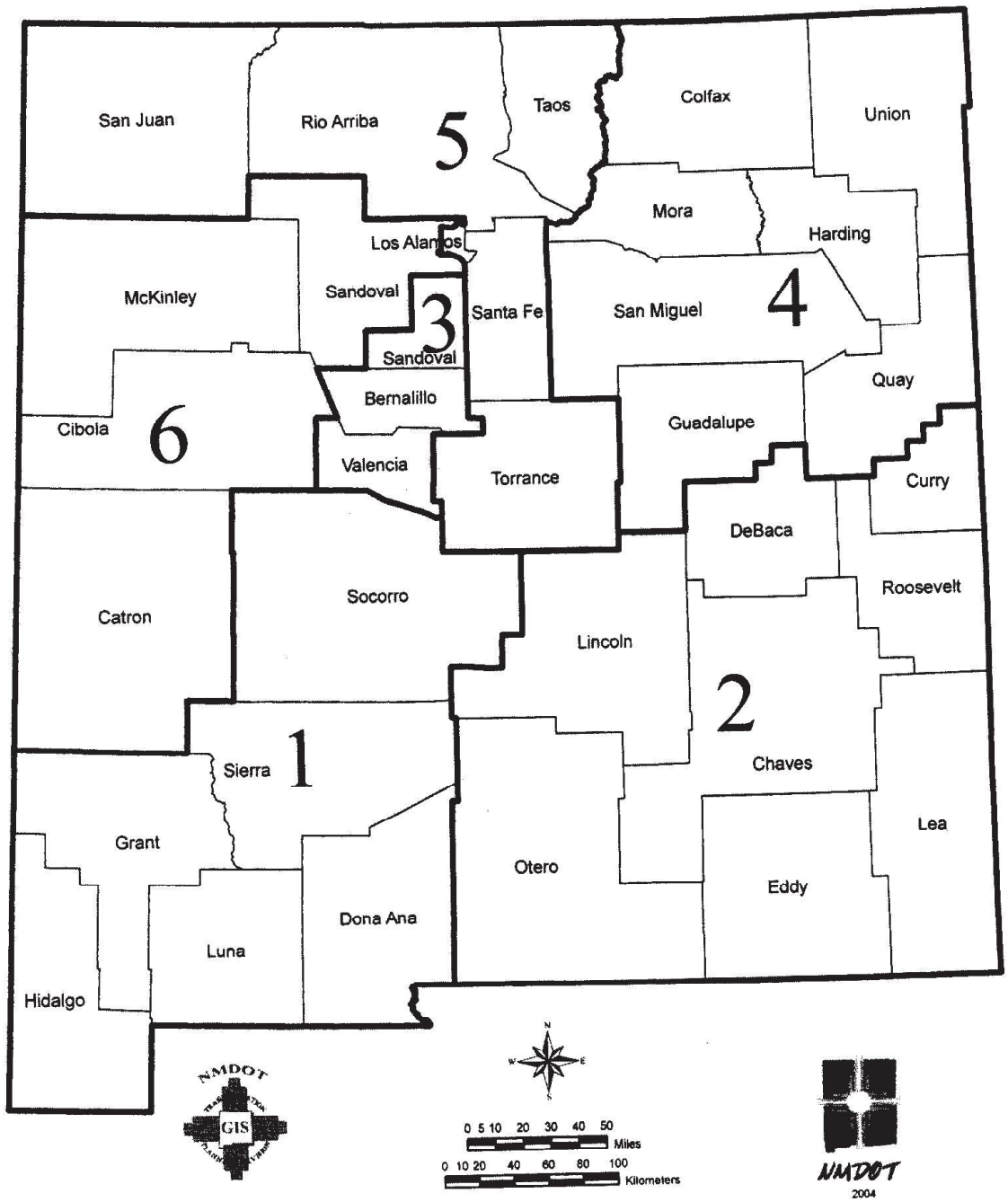
DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC



Figure 1

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
1	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 001. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**$1,171.00**
2	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 002. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**$1,117.00**
3	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 003. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**$1,113.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
4	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 004. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,243.00**	**$750.00**	**$3,318.00**
5	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 005. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**$2,266.00**
6	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 006. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**$2,005.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
7	EACH	**Embedded Galvanic Anodes – District 1,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**$57.00**
8	EACH	**Embedded Galvanic Anodes – District 1,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**$41.00**
9	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**$848.00**
10	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**$222.00**
11	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**$46.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
12	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**$584.00**
13	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**$153.00**
14	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**$39.00**
15	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**$852.00**
16	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**$245.00**
17	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**$66.00**
18	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**$38.00**
19	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**$22.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
20	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**$53.00**
21	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**$29.00**
22	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**$77.00**
23	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**$47.00**
24	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**$113.00**
25	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**$59.00**
26	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**$131.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
27	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**$87.00**
28	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**$167.00**
29	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**$109.00**
30	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 1,** Per the requirements and Appendix "D" of this Agreement	**$4,671.00**	**$3,000.00**	**$4,010.00**
31	EACH	**Bearing Modification – District 1,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,176.00**	**$2,465.00**	**$8,874.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
32	EACH	**Temporary Shoring (Abutments) – District 1,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,694.00**	**$3,875.00**	**$8,371.00**
33	EACH	**Temporary Shoring (Piers) – District 1,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,694.00**	**$4,685.00**	**$8,371.00**
34	HR.	**Welder & Welder Assistant – District 1,** Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**$404.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
35	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 1,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 035. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**$677.00**
36	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 1,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 036. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**$625.00**
37	L.F.	**Strip Seal Joint Partial Depth Replacement – District 1,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**$421.00**
38	L.F.	**Joint Seals – District 1,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**$143.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
39	L.F.	**Pre-Molded Joint Seal – District 1,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**$194.00**
40	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 1,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**$353.00**
41	S.Y.	**Concrete Repair – District 1,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**$624.00**
42	C.Y.	**Substructure Replacement – District 1,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 046 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,096.00**	**$3,055.00**	**$2,200.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
43	C.Y.	**Backwall Replacement – District 1,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 035, 037, 038, 039 or 040. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 043. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,050.00**	**$4,245.00**	**$2,100.00**
44	C.Y.	**Concrete Box Culvert Extension – District 1,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,013.00**	**$2,595.00**	**$1,554.00**
45	S.F.	**Concrete Slab on Grade – District 1,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**$92.00**
46	LBS.	**Reinforcing Bars – District 1,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**$4.50**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
47	S.Y.	**Penetrating Water Repellent Treatment – District 1,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**$17.00**
48	GAL.	**Epoxy Injection – District 1,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,009.00**	**$3,205.00**	**$7,905.00**
49	L.F.	**Concrete Barrier Railing Replacement – District 1,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**$755.00**
50	L.F.	**Metal Railing (Bridge Railing) – District 1,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**$232.00**
51	L.F.	**Metal Railing (Bridge Railing) – District 1,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**$192.00**
52	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 1,** Section 511	**$16.00**	**$8.55**	**$17.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
53	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 1,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**$63.50**
54	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 1,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**$51.00**
55	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 1,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**$26.00**
56	S.F.	**FRP Finish Coat (Final) – District 1,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**$5.00**
57	L.F.	**12 Inch - 48 Inch CMP Run Down – District 1,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**$264.00**
58	C.Y.	**Rip Rap or Gabions – District 1,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**$691.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
59	C.Y.	**Rip Rap or Gabions – District 1,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**$442.00**
60	C.Y.	**Erosion Repair – District 1,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**$131.00**
61	C.Y.	**Placement Of Flowable Fill – District 1,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**$412.00**
62	S.F.	**Slope Paving – District 1,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**$21.00**
63	S.F.	**Slope Paving Repair – District 1,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**$29.00**
64	L.F.	**Temporary Concrete Wall Barrier Placement – District 1,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**$123.00**
65	L.F.	**Temporary Concrete Wall Barrier Reset – District 1,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**$23.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
66	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**$790.00**
67	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**$5,012.00**
68	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**$1,099.00**
69	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$897.00**	**$5,011.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
70	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**$1,214.00**
71	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,986.00**	**$897.00**	**$4,202.00**
72	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**$783.00**
73	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**$4,279.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
74	BARRELS	**Crash Cushion – District 1,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,166.00**	**$1,445.00**	**$1,375.00**
75	HRS.	**Flagging Traffic Control (Urban Areas) – District 1,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**$60.00**
76	HRS.	**Flagging Traffic Control (Rural Areas) – District 1,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**$60.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
77	HRS.	**Variable Message Board – District 1,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**$39.00**
78	HRS.	**Signalized Traffic Control – District 1,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**$1,703.00**
79	L.F.	**Permanent Striping – District 1,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
80	L.F.	**Marking Tape – District 1,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.20**	**$3.10**	**$16.00**
81	EACH	**Reflectorized Pavement Tabs – District 1,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**$39.00**
82	L.F.	**Eradication of Pavement Markings – District 1,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
83	S.F.	**Panel Signs – District 1,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**$116.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
84	MILE	**Mobilization – District 1,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**$25.00**
85	PERCENT	**Discount / Payment for Invoice Items – District 1,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
86	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 086. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,315.00**	**$565.00**	**$1,171.00**
87	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 087. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,185.00**	**$519.00**	**$1,117.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
88	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 088. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,089.00**	**$517.00**	**$1,113.00**
89	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 089. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,329.00**	**$750.00**	**$3,318.00**
90	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 090. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,992.00**	**$655.00**	**$2,266.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
91	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 091. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,749.00**	**$655.00**	**$2,005.00**
92	EACH	**Embedded Galvanic Anodes – District 2,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$20.00**	**$15.95**	**$57.00**
93	EACH	**Embedded Galvanic Anodes – District 2,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$17.00**	**$12.85**	**$41.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
94	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$327.00**	**$230.00**	**$848.00**
95	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$353.00**	**$112.00**	**$222.00**
96	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$353.00**	**$40.85**	**$46.00**
97	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$353.00**	**$65.55**	**$584.00**
98	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$353.00**	**$40.00**	**$153.00**
99	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$353.00**	**$23.45**	**$39.00**
100	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$353.00**	**$145.00**	**$852.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
101	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$353.00**	**$75.25**	**$245.00**
102	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$353.00**	**$35.65**	**$66.00**
103	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2,** Section 535 (Range 0 to 499 Square Yards)	**$70.00**	**$22.95**	**$38.00**
104	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2,** Section 535 (Range over 499 Square Yards)	**$45.00**	**$18.40**	**$22.00**
105	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2,** Section 535 (Range 0 to 499 Square Yards)	**$70.00**	**$22.95**	**$53.00**
106	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2,** Section 535 (Range over 499 Square Yards)	**$45.00**	**$18.40**	**$29.00**
107	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$220.00**	**$22.95**	**$77.00**
108	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$144.00**	**$18.40**	**$47.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
109	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$285.00**	**$24.85**	**$113.00**
110	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$195.00**	**$20.35**	**$59.00**
111	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$220.00**	**$22.95**	**$131.00**
112	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$154.00**	**$18.40**	**$87.00**
113	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$285.00**	**$24.85**	**$167.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
114	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$195.00**	**$20.35**	**$109.00**
115	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 2,** Per the requirements and Appendix "D" of this Agreement	**$4,839.00**	**$3,000.00**	**$4,010.00**
116	EACH	**Bearing Modification – District 2,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,392.00**	**$2,465.00**	**$8,874.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
117	EACH	**Temporary Shoring (Abutments) – District 2,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,887.00**	**$3,875.00**	**$8,371.00**
118	EACH	**Temporary Shoring (Piers) – District 2,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,887.00**	**$4,685.00**	**$8,371.00**
119	HOUR	**Welder & Welder Assistant – District 2**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$337.00**	**$295.00**	**$404.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
120	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 2,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 120. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$625.00**	**$259.25**	**$677.00**
121	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 2,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 121. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$626.00**	**$290.25**	**$625.00**
122	L.F.	**Strip Seal Joint Partial Depth Replacement – District 2,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$497.00**	**$165.50**	**$421.00**
123	L.F.	**Joint Seals – District 2,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$129.00**	**$53.75**	**$143.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
124	L.F.	**Pre-Molded Joint Seal – District 2,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$129.00**	**$58.00**	**$194.00**
125	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 2,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$568.00**	**$82.70**	**$353.00**
126	S.Y.	**Concrete Repair – District 2,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,496.00**	**$640.00**	**$624.00**
127	C.Y.	**Substructure Replacement – District 2,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 131 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,241.00**	**$3,055.00**	**$2,200.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
128	C.Y.	**Backwall Replacement – District 2,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 120, 122, 123, 124 or 125. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 128. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,225.00**	**$4,245.00**	**$2,100.00**
129	C.Y.	**Concrete Box Culvert Extension – District 2,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,163.00**	**$2,595.00**	**$1,554.00**
130	S.F.	**Concrete Slab on Grade – District 2,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$203.00**	**$56.70**	**$92.00**
131	LBS.	**Reinforcing Bars – District 2,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$5.00**	**$5.40**	**$4.50**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
132	S.Y.	**Penetrating Water Repellent Treatment – District 2,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**$17.00**
133	GAL.	**Epoxy Injection – District 2,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,149.00**	**$3,205.00**	**$7,905.00**
134	L.F.	**Concrete Barrier Railing Replacement – District 2,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$427.00**	**$287.50**	**$755.00**
135	L.F.	**Metal Railing (Bridge Railing) – District 2,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$201.00**	**$128.70**	**$232.00**
136	L.F.	**Metal Railing (Bridge Railing) – District 2,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$168.00**	**$120.55**	**$192.00**
137	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 2,** Section 511	**$16.00**	**$8.55**	**$17.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
138	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 2,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$60.00**	**$57.00**	**$63.50**
139	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 2,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$117.00**	**$92.25**	**$51.00**
140	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 2,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$94.00**	**$54.10**	**$26.00**
141	S.F.	**FRP Finish Coat (Final) – District 2,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$67.00**	**$16.15**	**$5.00**
142	L.F.	**12 Inch - 48 Inch CMP Run Down – District 2,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$139.00**	**$85.00**	**$264.00**
143	C.Y.	**Rip Rap or Gabions – District 2,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,125.00**	**$416.35**	**$691.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
144	C.Y.	**Rip Rap or Gabions – District 2,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,097.00**	**$248.85**	**$442.00**
145	C.Y.	**Erosion Repair – District 2,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$70.00**	**$64.50**	**$131.00**
146	C.Y.	**Placement Of Flowable Fill – District 2,** This work consists of providing and placing flowable fill. Section 516	**$451.00**	**$90.00**	**$412.00**
147	S.F.	**Slope Paving – District 2,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$24.00**	**$16.95**	**$21.00**
148	S.F.	**Slope Paving Repair – District 2,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$46.00**	**$32.85**	**$29.00**
149	L.F.	**Temporary Concrete Wall Barrier Placement – District 2,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$36.00**	**$14.50**	**$123.00**
150	L.F.	**Temporary Concrete Wall Barrier Reset – District 2,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**$23.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
151	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$316.00**	**$149.50**	**$790.00**
152	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,528.00**	**$1,495.00**	**$5,012.00**
153	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$316.00**	**$89.70**	**$1,099.00**
154	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,528.00**	**$897.00**	**$5,011.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
155	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$247.00**	**$89.70**	**$1,214.00**
156	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,064.00**	**$897.00**	**$4,202.00**
157	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$247.00**	**$72.60**	**$783.00**
158	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,066.00**	**$726.00**	**$4,279.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
159	Barrel	**Crash Cushion – District 2,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,261.00**	**$1,445.00**	**$1,375.00**
160	HRS.	**Flagging Traffic Control (Urban Areas) – District 2,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$83.00**	**$67.35**	**$60.00**
161	HRS.	**Flagging Traffic Control (Rural Areas) – District 2,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$83.00**	**$67.35**	**$60.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
162	HRS.	**Variable Message Board – District 2,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$43.00**	**$25.00**	**$39.00**
163	HRS.	**Signalized Traffic Control – District 2,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$147.00**	**$35.00**	**$1,703.00**
164	L.F.	**Permanent Striping – District 2,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
165	L.F.	**Marking Tape – District 2,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.40**	**$3.10**	**$16.00**
166	EACH	**Reflectorized Pavement Tabs – District 2,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**$39.00**
167	L.F.	**Eradication of Pavement Markings – District 2,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
168	S.F.	**Panel Signs – District 2,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$124.00**	**$35.00**	**$116.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
169	MILE	**Mobilization – District 2,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$59.00**	**$57.60**	**$25.00**
170	EACH	**Discount / Payment for Invoice Items – District 2,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
171	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 171. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,073.00**	**$565.00**	**$1,171.00**
172	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 172. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$966.00**	**$519.00**	**$1,117.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
173	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 173. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$888.00**	**$517.00**	**$1,113.00**
174	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 174. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,921.00**	**$750.00**	**$3,318.00**
175	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 175. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,641.00**	**$655.00**	**$2,266.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
176	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 176. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,442.00**	**$655.00**	**$2,005.00**
177	EACH	**Embedded Galvanic Anodes – District 3,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$15.00**	**$15.95**	**$57.00**
178	EACH	**Embedded Galvanic Anodes – District 3,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$12.00**	**$12.85**	**$41.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
179	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$300.00**	**$230.00**	**$848.00**
180	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$321.00**	**$112.00**	**$222.00**
181	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$321.00**	**$40.85**	**$46.00**
182	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$65.55**	**$584.00**
183	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$321.00**	**$40.00**	**$153.00**
184	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$321.00**	**$23.45**	**$39.00**
185	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$321.00**	**$145.00**	**$852.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
186	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$321.00**	**$75.25**	**$245.00**
187	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$321.00**	**$35.65**	**$66.00**
188	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3,** Section 535 (Range 0 to 499 Square Yards)	**$55.00**	**$22.95**	**$38.00**
189	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3,** Section 535 (Range over 499 Square Yards)	**$36.00**	**$18.40**	**$22.00**
190	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3,** Section 535 (Range 0 to 499 Square Yards)	**$55.00**	**$22.95**	**$53.00**
191	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3,** Section 535 (Range over 499 Square Yards)	**$36.00**	**$18.40**	**$29.00**
192	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$181.00**	**$22.95**	**$77.00**
193	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$119.00**	**$18.40**	**$47.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
194	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$231.00**	**$24.85**	**$113.00**
195	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$160.00**	**$20.35**	**$59.00**
196	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$181.00**	**$22.95**	**$131.00**
197	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$129.00**	**$18.40**	**$87.00**
198	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$231.00**	**$24.85**	**$167.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
199	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$160.00**	**$20.35**	**$109.00**
200	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 3,** Per the requirements and Appendix "D" of this Agreement	**$4,025.00**	**$3,000.00**	**$4,010.00**
201	EACH	**Bearing Modification – District 3,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$6,352.00**	**$2,465.00**	**$8,874.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
202	EACH	**Temporary Shoring (Abutments) – District 3,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$5,949.00**	**$3,875.00**	**$8,371.00**
203	EACH	**Temporary Shoring (Piers) – District 3,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$5,949.00**	**$4,685.00**	**$8,371.00**
204	HOUR	**Welder & Welder Assistant – District 3**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$279.00**	**$295.00**	**$404.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
205	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 3,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 205. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$521.00**	**$259.25**	**$677.00**
206	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 3,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 206. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$522.00**	**$290.25**	**$625.00**
207	L.F.	**Strip Seal Joint Partial Depth Replacement – District 3,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$409.00**	**$165.50**	**$421.00**
208	L.F.	**Joint Seals – District 3,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$107.00**	**$53.75**	**$143.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
209	L.F.	**Pre-Molded Joint Seal – District 3,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$107.00**	**$58.00**	**$194.00**
210	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 3,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$473.00**	**$82.70**	**$353.00**
211	S.Y.	**Concrete Repair – District 3,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,156.00**	**$640.00**	**$624.00**
212	C.Y.	**Substructure Replacement – District 3,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 216 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$4,552.00**	**$3,055.00**	**$2,200.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
213	C.Y.	**Backwall Replacement – District 3,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 205, 207, 208, 209 or 210. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 213. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$4,394.00**	**$4,245.00**	**$2,100.00**
214	C.Y.	**Concrete Box Culvert Extension – District 3,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$3,453.00**	**$2,595.00**	**$1,554.00**
215	S.F.	**Concrete Slab on Grade – District 3,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$164.00**	**$56.70**	**$92.00**
216	LBS.	**Reinforcing Bars – District 3,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**$4.50**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
217	S.Y.	**Penetrating Water Repellent Treatment – District 3,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$5.00**	**$6.10**	**$17.00**
218	GAL.	**Epoxy Injection – District 3,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$2,477.00**	**$3,205.00**	**$7,905.00**
219	L.F.	**Concrete Barrier Railing Replacement – District 3,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$363.00**	**$287.50**	**$755.00**
220	L.F.	**Metal Railing (Bridge Railing) – District 3,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$160.00**	**$128.70**	**$232.00**
221	L.F.	**Metal Railing (Bridge Railing) – District 3,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$134.00**	**$120.55**	**$192.00**
222	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 3,** Section 511	**$15.00**	**$8.55**	**$14.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
223	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 3,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$57.00**	**$57.00**	**$55.50**
224	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 3,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$94.00**	**$92.25**	**$51.00**
225	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 3,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$75.00**	**$54.10**	**$26.00**
226	S.F.	**FRP Finish Coat (Final) – District 3,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$53.00**	**$16.15**	**$5.00**
227	L.F.	**12 Inch - 48 Inch CMP Run Down – District 3,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$114.00**	**$85.00**	**$264.00**
228	C.Y.	**Rip Rap or Gabions – District 3,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$891.00**	**$416.35**	**$691.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
229	C.Y.	**Rip Rap or Gabions – District 3,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$869.00**	**$248.85**	**$442.00**
230	C.Y.	**Erosion Repair – District 3,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$57.00**	**$64.50**	**$131.00**
231	C.Y.	**Placement Of Flowable Fill – District 3,** This work consists of providing and placing flowable fill. Section 516	**$406.00**	**$90.00**	**$412.00**
232	S.F.	**Slope Paving – District 3,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$20.00**	**$16.95**	**$21.00**
233	S.F.	**Slope Paving Repair – District 3,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$39.00**	**$32.85**	**$29.00**
234	L.F.	**Temporary Concrete Wall Barrier Placement – District 3,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$30.00**	**$14.50**	**$123.00**
235	L.F.	**Temporary Concrete Wall Barrier Reset – District 3,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$9.00**	**$12.40**	**$23.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
236	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$259.00**	**$149.50**	**$790.00**
237	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,068.00**	**$1,495.00**	**$5,012.00**
238	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$259.00**	**$89.70**	**$1,099.00**
239	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,068.00**	**$897.00**	**$5,011.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
240	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$202.00**	**$89.70**	**$1,214.00**
241	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,693.00**	**$897.00**	**$4,202.00**
242	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$202.00**	**$72.60**	**$783.00**
243	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,693.00**	**$726.00**	**$4,279.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
244	Barrel	**Crash Cushion – District 3,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$2,808.00**	**$1,445.00**	**$1,375.00**
245	HRS.	**Flagging Traffic Control (Urban Areas) – District 3,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$63.00**	**$67.35**	**$60.00**
246	HRS.	**Flagging Traffic Control (Rural Areas) – District 3,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$63.00**	**$67.35**	**$60.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
247	HRS.	**Variable Message Board – District 3,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$36.00**	**$25.00**	**$39.00**
248	HRS.	**Signalized Traffic Control – District 3,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$135.00**	**$35.00**	**$1,703.00**
249	L.F.	**Permanent Striping – District 3,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
250	L.F.	**Marking Tape – District 3,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.20**	**$3.10**	**$16.00**
251	EACH	**Reflectorized Pavement Tabs – District 3,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.50**	**$8.30**	**$39.00**
252	L.F.	**Eradication of Pavement Markings – District 3,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
253	S.F.	**Panel Signs – District 3,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$118.00**	**$35.00**	**$116.00**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
254	MILE	**Mobilization – District 3,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$53.00**	**$57.60**	**$25.00**
255	EACH	**Discount / Payment for Invoice Items – District 3,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
256	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 256. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
257	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 257. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
258	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 258. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
259	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 259. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
260	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 260. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
261	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 261. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
262	EACH	**Embedded Galvanic Anodes – District 4,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
263	EACH	**Embedded Galvanic Anodes – District 4,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
264	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
265	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
266	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
267	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
268	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
269	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
270	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
271	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
272	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
273	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
274	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
275	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
276	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
277	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
278	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
279	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
280	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
281	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
282	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
283	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
284	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
285	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 4,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
286	EACH	**Bearing Modification – District 4,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
287		**Temporary Shoring (Abutments) – District 4,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
288	EACH	**Temporary Shoring (Piers) – District 4,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
289	HOUR	**Welder & Welder Assistant – District 4**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
290	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 4,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 290. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
291	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 4,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 291. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
292	L.F.	**Strip Seal Joint Partial Depth Replacement – District 4,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
293	L.F.	**Joint Seals – District 4,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
294	L.F.	**Pre-Molded Joint Seal – District 4,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
295	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 4,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
296	S.Y.	**Concrete Repair – District 4,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
297	C.Y.	**Substructure Replacement – District 4,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 301 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
298	C.Y.	**Backwall Replacement – District 4,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 290, 292, 293, 294 or 295. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 298. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
299	C.Y.	**Concrete Box Culvert Extension – District 4,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
300	S.F.	**Concrete Slab on Grade – District 4,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
301	LBS.	**Reinforcing Bars – District 4,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
302	S.Y.	**Penetrating Water Repellent Treatment – District 4,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
303	GAL.	**Epoxy Injection – District 4,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
304	L.F.	**Concrete Barrier Railing Replacement – District 4,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
305	L.F.	**Metal Railing (Bridge Railing) – District 4,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
306	L.F.	**Metal Railing (Bridge Railing) – District 4,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
307	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 4,** Section 511	**$16.00**	**$8.55**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
308	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 4,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
309	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 4,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
310	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 4,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
311	S.F.	**FRP Finish Coat (Final) – District 4,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
312	L.F.	**12 Inch - 48 Inch CMP Run Down – District 4,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
313	C.Y.	**Rip Rap or Gabions – District 4,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
314	C.Y.	**Rip Rap or Gabions – District 4,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
315	C.Y.	**Erosion Repair – District 4,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
316	C.Y.	**Placement Of Flowable Fill – District 4,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
317	S.F.	**Slope Paving – District 4,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
318	S.F.	**Slope Paving Repair – District 4,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
319	L.F.	**Temporary Concrete Wall Barrier Placement – District 4,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
320	L.F.	**Temporary Concrete Wall Barrier Reset – District 4,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
321	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
322	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
323	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
324	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
325	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
326	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
327	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
328	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
329	Barrel	**Crash Cushion – District 4,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
330	HRS.	**Flagging Traffic Control (Urban Areas) – District 4,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
331	HRS.	**Flagging Traffic Control (Rural Areas) – District 4,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
332	HRS.	**Variable Message Board – District 4,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
333	HRS.	**Signalized Traffic Control – District 4,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
334	L.F.	**Permanent Striping – District 4,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
335	L.F.	**Marking Tape – District 4,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
336	EACH	**Reflectorized Pavement Tabs – District 4,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
337	L.F.	**Eradication of Pavement Markings – District 4,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
338	S.F.	**Panel Signs – District 4,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
339	MILE	**Mobilization – District 4,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
340	EACH	**Discount / Payment for Invoice Items – District 4,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**
341	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 341. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
342	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 342. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
343	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 343. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
344	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 344. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
345	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 345. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
346	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 346. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
347	EACH	**Embedded Galvanic Anodes – District 5,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
348	EACH	**Embedded Galvanic Anodes – District 5,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
349	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
350	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
351	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
352	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
353	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
354	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
355	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
356	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
357	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
358	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
359	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
360	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
361	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
362	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
363	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
364	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
365	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
366	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
367	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
368	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
369	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
370	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 5,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
371	EACH	**Bearing Modification – District 5,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
372	EACH	**Temporary Shoring (Abutments) – District 5,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
373	EACH	**Temporary Shoring (Piers) – District 5,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
374	HOUR	**Welder & Welder Assistant – District 5**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
375	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 5,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 375. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
376	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 5,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 376. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
377	L.F.	**Strip Seal Joint Partial Depth Replacement – District 5,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
378	L.F.	**Joint Seals – District 5,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
379	L.F.	**Pre-Molded Joint Seal – District 5,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
380	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 5,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
381	S.Y.	**Concrete Repair – District 5,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
382	C.Y.	**Substructure Replacement – District 5,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 386 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
383	C.Y.	**Backwall Replacement – District 5,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 375, 377, 378, 379 or 380. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 383. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
384	C.Y.	**Concrete Box Culvert Extension – District 5,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
385	S.F.	**Concrete Slab on Grade – District 5,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
386	LBS.	**Reinforcing Bars – District 5,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
387	S.Y.	**Penetrating Water Repellent Treatment – District 5,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
388	GAL.	**Epoxy Injection – District 5,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
389	L.F.	**Concrete Barrier Railing Replacement – District 5,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
390	L.F.	**Metal Railing (Bridge Railing) – District 5,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
391	L.F.	**Metal Railing (Bridge Railing) – District 5,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
392	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 5,** Section 511	**$16.00**	**$8.55**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
393	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 5,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
394	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 5,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
395	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 5,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
396	S.F.	**FRP Finish Coat (Final) – District 5,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
397	L.F.	**12 Inch - 48 Inch CMP Run Down – District 5,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
398	C.Y.	**Rip Rap or Gabions – District 5,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
399	C.Y.	**Rip Rap or Gabions – District 5,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
400	C.Y.	**Erosion Repair – District 5,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
401	C.Y.	**Placement Of Flowable Fill – District 5,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
402	S.F.	**Slope Paving – District 5,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
403	S.F.	**Slope Paving Repair – District 5,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
404	L.F.	**Temporary Concrete Wall Barrier Placement – District 5,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
405	L.F.	**Temporary Concrete Wall Barrier Reset – District 5,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
406	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
407	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
408	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
409	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
410	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
411	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
412	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
413	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
414	Barrel	**Crash Cushion – District 5,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
415	HRS.	**Flagging Traffic Control (Urban Areas) – District 5,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
416	HRS.	**Flagging Traffic Control (Rural Areas) – District 5,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
417	HRS.	**Variable Message Board – District 5,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
418	HRS.	**Signalized Traffic Control – District 5,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
419	L.F.	**Permanent Striping – District 5,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
420	L.F.	**Marking Tape – District 5,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
421	EACH	**Reflectorized Pavement Tabs – District 5,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
422	L.F.	**Eradication of Pavement Markings – District 5,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
423	S.F.	**Panel Signs – District 5,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
424	MILE	**Mobilization – District 5,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
425	EACH	**Discount / Payment for Invoice Items – District 5,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**
426	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 426. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
427	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 427. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
428	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 428. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
429	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 429. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
430	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 430. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
431	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 431. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
432	EACH	**Embedded Galvanic Anodes – District 6,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
433	EACH	**Embedded Galvanic Anodes – District 6,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
434	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
435	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
436	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
437	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
438	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
439	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
440	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
441	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
442	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
443	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
444	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
445	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
446	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
447	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
448	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
449	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
450	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
451	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
452	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
453	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
454	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
455	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 6,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
456	EACH	**Bearing Modification – District 6,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
457	EACH	**Temporary Shoring (Abutments) – District 6,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
458	EACH	**Temporary Shoring (Piers) – District 6,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
459	HOUR	**Welder & Welder Assistant – District 6**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
460	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 6,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 460. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
461	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 6,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 461. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
462	L.F.	**Strip Seal Joint Partial Depth Replacement – District 6,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
463	L.F.	**Joint Seals – District 6,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
464	L.F.	**Pre-Molded Joint Seal – District 6,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
465	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 6,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
466	S.Y.	**Concrete Repair – District 6,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
467	C.Y.	**Substructure Replacement – District 6,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 471 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
468	C.Y.	**Backwall Replacement – District 6,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 460, 462, 463, 464 or 465. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 468. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
469	C.Y.	**Concrete Box Culvert Extension – District 6,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
470	S.F.	**Concrete Slab on Grade – District 6,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
471	LBS.	**Reinforcing Bars – District 6,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
472	S.Y.	**Penetrating Water Repellent Treatment – District 6,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
473	GAL.	**Epoxy Injection – District 6,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
474	L.F.	**Concrete Barrier Railing Replacement – District 6,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
475	L.F.	**Metal Railing (Bridge Railing) – District 6,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
476	L.F.	**Metal Railing (Bridge Railing) – District 6,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
477	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 6,** Section 511	**$16.00**	**$8.55**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
478	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 6,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
479	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 6,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
480	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 6,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
481	S.F.	**FRP Finish Coat (Final) – District 6,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
482	L.F.	**12 Inch - 48 Inch CMP Run Down – District 6,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
483	C.Y.	**Rip Rap or Gabions – District 6,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
484	C.Y.	**Rip Rap or Gabions – District 6,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
485	C.Y.	**Erosion Repair – District 6,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
486	C.Y.	**Placement Of Flowable Fill – District 6,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
487	S.F.	**Slope Paving – District 6,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
488	S.F.	**Slope Paving Repair – District 6,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
489	L.F.	**Temporary Concrete Wall Barrier Placement – District 6,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
490	L.F.	**Temporary Concrete Wall Barrier Reset – District 6,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
491	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
492	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
493	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
494	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
495	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
496	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
497	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
498	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
499	Barrel	**Crash Cushion – District 6,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
500	HRS.	**Flagging Traffic Control (Urban Areas) – District 6,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
501	HRS.	**Flagging Traffic Control (Rural Areas) – District 6,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
502	HRS.	**Variable Message Board – District 6,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
503	HRS.	**Signalized Traffic Control – District 6,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
504	L.F.	**Permanent Striping – District 6,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
505	L.F.	**Marking Tape – District 6,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
506	EACH	**Reflectorized Pavement Tabs – District 6,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
507	L.F.	**Eradication of Pavement Markings – District 6,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
508	S.F.	**Panel Signs – District 6,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
509	MILE	**Mobilization – District 6,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
510	EACH	**Discount / Payment for Invoice Items – District 6,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**

*****510 Items Awarded Total *****

Client#: 1142866 HASSECON1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/05/2025

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: Audry Eagle
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 505 262-2621 FAX (A/C, No): E-MAIL ADDRESS: Audry.Eagle@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO National Insurance Company	20109
INSURER B : Builders Trust of New Mexico	99999
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hasse Contracting Co., Inc.
PO Box 26808
Albuquerque, NM 87125

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:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CLP3754857	03/01/2025	03/01/2026	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 $300,000 $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	X	X	CAP3754858	03/01/2025	03/01/2026	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 X RETENTION $10,000			CUP3754856	03/01/2025	03/01/2026	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC1000006625	03/01/2025	03/01/2026	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 Equipment			CLP3754857	03/01/2025	03/01/2026	$1,000,000 Limit $2,500 Deductible	

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

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability & Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
737 Agua Fria St
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E. (May 27, 2025 10:14 MDT)

Via: Jesse Roach, Interim Utilities Director

Subject: AAC Construction, LLC On Call Contract Amendment 1

Vendor Name: AAC Construction, LLC

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Contract Amendment #1 to General Services Contract # 3204545 with A.A.C. Construction, LLC for On Call Mechanical Construction. Amendment #1 increases the amount of compensation, to continue funding the contract through its term, by $1,000,000.00, for a total compensation of $3,000,000.00, including NMGRT.

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from Wastewater Enterprise Fund to WIP Construction to Fund a Contract with AAC Construction.

CONTRACT NUMBER:

The FY25 Munis contract number is 3204545.

BACKGROUND AND SUMMARY:

Funds were expended ahead of schedule in this contract to address ongoing compliance issues at the facility. Additional funds are needed so that we will have funding available in this contract to proceed with additional maintenance items in the last two years of this contract term.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Enterprise Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 06/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Following ITB 24/05/B a four-year contract was awarded to AAC Construction, LLC. The contract had a four-year term and total compensation of $2,000,000.00. The contract expires June 30, 2027. Amendment #1 requests an additional $1,000,000.00 in compensation to fund the contract for the remaining two years of its term.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/09/2025

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:
Certificate of Liability Insurance (COI)
General Services Contract Amendment
Original contract packet

BAR

Item#_____
Munis Contract#3204545
Original Contract Item# 24-0009
ITB #: 24/05/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 24-0009

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated January 11, 2024 (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 the City with on-call mechanical construction services.

B. Pursuant to Article 9 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 4, of the Contract is amended to increase the amount of compensation by a total of one million dollars ($1,000,000.00) so that Article 4, reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed labor rates as listed in Appendix A. The total compensation under this Agreement shall not exceed $3,000,000.00 including New Mexico gross receipts tax.

B. 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:

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (May 25, 2025 10:28 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 (May 22, 2025 10:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 06/12/2025

FINANCE DIRECTOR

CITY OF SANTA FE

PURCHASING OFFICE

200 Lincoln Ave Room 122 Santa Fe, NM 87505

Travis Dutton-Leyda, CPO

DATE: 09/21/2023
BID NUMBER: 24/05/B
PREPARED BY: Kathy Sanchez

Item	Approx.Qty.	UOM	Article and Description	Vendor	Vendor	Vendor	Vendor
				A.A.C.	All-Rite/RiteCon	AnchorBuilt	McDowell Mechanical
			Wage Rates for Projects Under $60,000				
1	1	HR	Superintendent - Regular Hourly Rate	$225.00	$85.00	$100.00	$95.00
2	1	HR	Superintendant - Overtime Hourly Rate	$337.50	$85.00	$150.00	$142.50
3	1	HR	Journeyman or Experienced Worker - Regular Hou	$125.00	$85.00	$95.00	$65.00
4	1	HR	Journeyman or Experienced Worker - Overtime H	$187.50	$85.00	$142.50	$100.00
5	1	HR	Laborer - Regular Hourly Rate	$95.00	$75.00	$65.00	$35.00
6	1	HR	Laborer - Overtime Hourly Rate	$142.50	$75.00	$97.50	$50.00
			Wage Rates for Projects Over $60,000				
7	1	HR	Superintendent - Regular Hourly Rate	$235.00	$85.00	$105.00	$125.00
8	1	HR	Superintendant - Overtime Hourly Rate	$352.50	$85.00	$155.00	$187.50
9	1	HR	Journeyman or Experienced Worker - Regular Hou	$135.00	$85.00	$100.00	$85.00
10	1	HR	Journeyman or Experienced Worker - Overtime H	$202.50	$85.00	$150.00	$125.00
11	1	HR	Laborer - Regular Hourly Rate	$105.00	$85.00	$75.00	$55.00
12	1	HR	Laborer - Overtime Hourly Rate	$157.50	$85.00	$112.50	$75.00
			Misc. Rates				
13	1	Disc.	Discount off all materials. Enter zero if no discoun	0%	0%	0%	0%
14	1	Daily	Temporary Site office trailer, rental rate	$150.00	$100.00	$15 ($450/Month)	$450.00
15	1	Daily	Temporary fencing, rental rate	$5,000.00	$100.00	$16.75 UOM=100ft ($500/Month)	$250.00
16	1	Dialy	Sanitary/toilet facilities, rental rates	$500.00	$20.00	$6.75	$25.00

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					5/27/2025
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)*				$ 1,000,000	$ -
--Attach supporting documentation/memo					

To increase account 572970 for the amend 1 for AAC Construction. Plese see memo for detail and add AAC for posting of BAR

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(1,000,000)
TOTAL:	**(1,000,000)**

Linda MacAllister	5/27/2025	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	ALEXIS LOTERO (Jun 18, 2025 12:04 MDT)
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer — Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}* — Date
Department Director Signature	Date	*Agenda Item #:*	City Manager *{≤ $60,000}* — Date

From: DUTTON-LEYDA, TRAVIS K.
To: HEERBRANDT, PAUL F.; Purchasing DET
Subject: RE: On-Call Construction contract for the Wastewater Management Division - 23-66-B
Date: Friday, March 24, 2023 4:58:19 PM
Attachments: image002.png

Greetings,

The scope of work as written is GENERAL SERVICES. Please note 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, and the Procurement Manual.

- While this scope of work has been determined to be general services, please check with Horizons. The scope of work must be offered to Horizons for their right of first refusal.
- Please ensure that the appropriate templates and forms are used.
- When processing this procurement, please ensure that this number (23-66-B) and the procurement name are used in the appropriate documents and the subject of emails.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. 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 Statewide Price Agreements page to determine whether any of the agreements are applicable to this request.

Thank you for submitting this scope of work for review.

Regards,

Travis Dutton-Leyda – CPO
Purchasing 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



P.s.,

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The City of Santa Fe Public Utilities Department , Wastewater Management Division is seeking an On-call Price Agreement for the repair, replacement, modification, and rehabilitation of equipment and facilities at Paseo Real Wastewater Reclamation Facility and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call 'to the requests when such requests are originated and authorized by the City of Santa Fe.

The work under this contract is located in the City of Santa Fe at 73 Paseo Real. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Wastewater Reclamation Facility and appurtenances. Work to include repair, replacement, modification and rehabilitation of equipment and facilities include trenching, excavation, backfill and compaction at excavation site, installation of mechanical equipment, valving, or piping, and repair of various equipment.

B. The Work to include repair, replacement, modification and rehabilitation of equipment and facilities and other work issued by a Work Order includes, but is not limited to the following:

1. Installation of all specified equipment, valves, piping, etc.
2. Earthwork, grading and compaction for restoring the driving surface over disturbed areas.
3. Coordination with the WWMD Maintenance and Operational staff
8. Any other related work associated with this work, as drawn and specified in the WO.
9. Provide all required materials not provided by the WWMD.
10. Provide 12 month Contractor's warranty on installation of equipment, parts and labor, as well as warranties on equipment provided by the Contractor.

C. The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, 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 before signing each WO.

The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

D. The Contractor shall perform all the work required by the Wastewater Management Division, as required, on each Work Order (WO) in the Contract Documents (attached) for the City of Santa Fe Public Utilities Department, Wastewater Management Division On-call repair, replacement, modification, and rehabilitation of equipment and facilities at Paseo Real Wastewater Reclamation Facility Price Agreement.

E. The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

F. 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.

G. The Contractor shall be responsible for maintaining safe practices at the site in conformance with Federal, State and Local regulations.

H. The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Wednesday, March 22, 2023 12:40 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: On-Call Construction contract for the Wastewater Management Division

I have attached a draft Scope of Work for a determination.
Thanks
Fred

P. Fred Heerbrandt, P.E.
Engineer Supervisor Wastewater
City of Santa Fe
505-955-4623
pfheerbrandt@santafenm.gov

CITY LOGO - Copy



Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/08/2025

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
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	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 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 Wastewater
Management Division
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

RE: On-Call Contract.
Additional Insured includes: City of Santa Fe their officials, officers, employees, and agents.

Item# 24-0009
Munis Contract# _____
ITB # 24/05/B

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call General/Mechanical Construction Services

THIS Price Agreement is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **A.A.C Construction, 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. "Price Agreement" 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 purchase order, if the purchase order is within the quantity limitations of the contract, if any.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Wastewater) will establish a Price Agreement for on-call General and Mechanical Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

This Agreement is without assurance of quantity or dollar amount of work to be performed.

The Contractor shall perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.

Wastewater shall be able to utilize this On-Call Agreement as needed and as funding is available.

B. Other:

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include building power systems such as solar panels, and piping and pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor.

Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes.

Wastewater reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services.

Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

C. Contractor:

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

Wastewater shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property in connection with the performance of the work covered by this Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Subcontracting of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of Wastewater to not interfere with the daily operations or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater.

D. Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

E. Clean Up and Storage:

1) The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Wastewater's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

2) The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to Wastewater's satisfaction.

3) Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

4) Storage of materials and construction equipment shall be coordinated with Wastewater.

F. Task Order:

The Contractor shall be required to provide On-Call General Construction Services for any number of the activities listed under Scope of Work upon the request of Wastewater. When a service is identified, Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to Wastewater. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Agreement will apply to all Task Orders.

Upon receiving the Task Order, the Contractor shall promptly visit the site and compare Wastewater's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to Wastewater at no cost to Wastewater. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. Wastewater's standards will be discussed and taken into consideration when proposing

replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

G. Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by Wastewater. Preventative measures shall be taken by both the contractor and Wastewater prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

3. Other Construction Related Terms and Conditions

A. Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

B. Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

1) Services include services performed, workmanship, and material furnished or utilized in the performance of services.
2) The Contractor shall provide and maintain an inspection system acceptable to Wastewater covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Wastewater during the term of performance of the Work and for as long thereafter as required.
3) Wastewater has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. Wastewater shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
4) If Wastewater 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

5) If any part of the services does not conform with the requirements, Wastewater may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, Wastewater may:
   i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   ii. reduce the Purchase Order price to reflect the reduced value of the services performed.
6) 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, Wastewater may:
   i. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by Wastewater that is directly related to the performance of such service; or
   ii. cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

C. Suspension, Delay or Interruption of Work:

Wastewater may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as Wastewater may determine. 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.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Agreement price.

D. Permits and Fees:

1) IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

2) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3) IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to Wastewater upon completion of the work in sufficient time for occupation of the facility in accordance with the approved schedule for the work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Wastewater as soon as it is obtained.

E. Schedule, Progress Meetings and Reports:

1) The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for Wastewater's information a Critical Path Construction Schedule for the work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

2) The Contractor shall perform the work in general accordance with the most recent schedule submitted to Wastewater.

3) Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

4) The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. Wastewater may request copies at any time. The reports may include:

i. report date and who prepared the report;
ii. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
iii. companies present by name and their number of workers, work location, total man hours that day for each company;
iv. equipment-type, source, units of work done, location of work, hour meter reading;
v. material brought to site-description, units, quantity, quality, location, time;
vi. visitors to site -name, company, time;
vii. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
viii. quality assurance and control -company, description of issue, specification section, issued by.

F. Close-out Requirements:

The Contractor shall submit to Wastewater a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion

including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Agreement Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

1) Work associated with Punch List(s);
2) Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Agreement Documents;
3) One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Wastewater;
4) As-Built drawings delivered in AutoCAD or electronic format;
5) Written certification signed by Wastewater of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by Wastewater;
6) Delivery of all warranties required by the work;
7) All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
8) Start-up of any new equipment and training of staff on all new equipment;
9) Operations and Maintenance Manuals;
10) A certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

G. Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to Wastewater warranties of replaced roofs and equipment offered by the manufacturer.

H. Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts.

Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to Wastewater for which the work was provided.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of

submittal data on the proposed equipment or material and shall be reviewed and approved by Wastewater.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with Wastewater's approval.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Furnishing of submittal data for any/all new equipment and materials as well as O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

Wastewater reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

4. Compensation

The City shall pay to the Contractor based upon fixed labor rates as listed in Appendix A. The total compensation under this Agreement shall not exceed $2,000,000.00 including New Mexico gross receipts tax.

5. 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.

6. 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 and end on June 30, 2027. The City reserves the right to renew the Agreement 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.

7. 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 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 Agreement.

8. 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 8.A and 18, 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.*

9. 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 8 herein, or to agree to the reduced funding.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 Agreement.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 27 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. 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.

31. 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.

32. Inspection

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

33. Inspection of Services

If this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement for default.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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:
Paul F. Heerbrandt, P.E., Engineer Supervisor
73 Paseo Real
Santa Fe, NM 87507

pfheerbrandt@santafenm.gov

To the Contractor:

Andrew Sisneros
18 La Luna Rd
Santa Fe, NM 87507-4312
andrew@cnsp.net

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.

43. Succession

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

44. Performance Bond

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

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 (Jan 11, 2024 20:52 MST)

ALAN WEBBER, MAYOR

DATE: Jan 11, 2024

CONTRACTOR:
A.A.C Construction, LLC

NAME: Andrew Sisneros

Managing member
TITLE

DATE: 10-26-2023
CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Geralyn Cardenas (Jan 12, 2024 09:19 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 01/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Dec 25, 2023 17:45 MST)

EMILY OSTER, FINANCE DIRECTOR

5000375/572970

Org.Name/Org.#

City of Santa Fe, New Mexico
Memorandum

DATE: **June 30, 2025**

TO: **Governing Body**

VIA: **Mark Scott, City Manager**

FROM: **Andrea Phillips**

RE: **Request for Approval-Renewal of Comprehensive Insurance Program for Plan Year 2025-26**

Arthur J. Gallagher ("Contractor") was selected through a competitive RFP process (#25127) to serve as the City's broker for comprehensive insurance coverage. The City's plan year is July 1 to June 30 and each year the City must renew these policies. Funding for the premiums is budgeted in FY 2026. At the June 25, 2025 meeting, the Governing Body authorized the professional services contract with the Contractor for a four-year period. The Contractor will present the quotes received from carriers for various lines of insurance and will discuss the plan limits and premiums for the upcoming plan year.

Staff is seeking approval from the Governing Body on the selected lines of insurance and premiums for the 2025-26 plan year and authorizing the binding of the insurance agreements through the broker. The City is partially self-insured, with SIR (self-insured retention) amounts for each policy.

Overall, premiums are down from FY 2025, or a -9.43% decrease. Last year's premiums totaled $4,372.167.14 and the estimated total for the upcoming plan year is $3,959,968.57 should these coverages be selected by the City. The City continues to make strides in identifying and addressing risk issues to reduce exposure and claims.

Proposed Insurance Coverages and Premiums include:

Property including B & M-*AIG Specialty Insurance Co.*	$	522,225.71
Excess Property-*Mitsui Sumitomo Insurance Co. of America*		98,680.00
Automobile and Inland Marine-*Hanover Insurance Co.*		175,135.00
Excess Liability-*Gemini Insurance Co. & Lexington*		2,010,174.62*
Fiduciary Liability-*National Union Fire Insurance Co.*		11,300.00
Storage Tank Liability-*Ace American Insurance Co. of Pittsburgh*		14,643.00
Excess Workers' Compensation-*Safety National Casualty Company*		417,683.00
Airport Liability-*Starr Indemnity*		14,164.00
Environmental (pollution) Liability (City)-*Evanston Insurance Company*		138,384.53
Environmental Liability (Solid Waste)- *Evanston Insurance Company*		56,654.00
Fine Art-*StarNet Insurance Company*		5,870.00
Cyber Liability-*Palomar Excess and Surplus Insurance Co.*		62,975.00
Crime-*National Union Fire Insurance Co.*		8,065.00
SFUAD-various		424,024.21
Total Premiums	**$**	**3,959,968.57**

**Law enforcement through Lexington at $774,138 and non-law enforcement through Gemini at $1,236,036*
***SFUAD—Santa Fe University of Art and Design (Midtown Campus) -various coverages for property and excess property*

ACTION REQUESTED:
The City Manager/Risk Management respectfully requests your review and approval for binding these coverages with the final premium for the plan year 2025-2026 for a not to exceed amount of $3,959,968.57.

FUNDING SOURCE:
Fund Name/Number: Risk Management Fund and other Enterprise Funds

ATTACHMENTS:
Arthur J. Gallagher Executive Summary
Arthur J. Gallagher Program Proposal Renewal Quotes



Proposal of Insurance

City of Santa Fe

P.O. Box 909
Santa Fe, NM 87504

Presentation Date: June 23, 2025

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos.IL 100292093 / CA 0D69293

Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Your Gallagher Team **3**
Program Structure **4**
Named Insured **5**
Market Review **6**
Location Schedule 8
Full Program Details **9**
Property incl. B&M - AIG Specialty Insurance Company 9
Excess Property - Mitsui 95
Crime - National Union Fire Insurance Company of Pittsburgh PA 137
Fine Art - StarNet Insurance Company 18
Pollution Legal Liability - Evanston Insurance Company 21
Business Auto & Inland Marine - Hanover Insurance Company 28
Excess Liability - Gemini Insurance Company 30
Cyber Liability - Palomar Excess and Surplus Insurance Company 33
Fiduciary Liability - National Union Fire Insurance Company of Pittsburgh PA 37
Airport Liability - Starr Indemnity & Liability Company 39
Storage Tank Liability - ACE American Insurance Company 42
Excess Workers' Compensation - Safety National Casualty Corporation 46
Property – SFUAD Primary (Non-Hab) 48
2025-2026 Premium Summary **64**
Payment Plans 67
Proposal Disclosures **68**
Proposal Disclosures 69
Client Signature Requirements **72**
Surplus Lines Notice - New Mexico 73
Coverages for Consideration 73
Client Authorization to Bind Coverage 74
Appendix **78**
Compensation Disclosure Schedule 79
Claims Reporting By Policy 81
Gallagher STEP Flyer 84
Cyber Liability eRiskHub Features 86
Gallagher Bassett Services Flyer 87
Gallagher Benefit Services Flyer 88
Business Continuity Flyer 89
Gallagher Insight Flyer 91
Gallagher Verify Flyer 92

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	*Role*	*Email*	*Phone*
John Chino, ARM-PE, CSRM Area Senior Vice President	Producer	John_Chino@ajg.com	(949) 349-9827 (p) (909) 239-4733 (c)
Nasreen Kopecky Account Executive	Client Service Manager	Nasreen_Kopecky@ajg.com	(949) 349-9857 (p) (949) 235-0169 (c)

Program Structure

Named Insured

Add / Change / Delete	Named Insured	Property including B&M	Crime	Fine Arts	Pollution Legal Liability	Business Automobile & Inland Marine	Excess Liability	Cyber Liability	Fiduciary Liability	Airport Liability	Storage Tank Liability	Excess Workers' Compensation	Property - SFUAD
	City of Santa Fe	X	X	X	X	X	X	X	X	X	X	X	X
	City of Santa Fe & City of Santa Fe Municipal Airport									X			
	Santa Fe Solid Waste Management Agency				X								

OMNIBUS WORDING - Airport Liability - Starr Indemnity

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Storage Tank Liability	ACE American Insurance Company (A++ XV)	Recommended Quote	Admitted
Workers' Compensation	Safety National Casualty Corporation (A++ XV)	Recommended Quote	Admitted
Airport Liability	Starr Indemnity & Liability Company (A XV)	Quoted	Admitted
Airport Liability	ACE Property & Casualty Insurance Co (A++ XV)	Recommended Quote	Admitted
Environmental Liability	Evanston Insurance Company (A XV)	Recommended Quote	Non-Admitted
Excess Liability	Gemini Insurance Company (A+ XV)	Recommended Quote	Non-Admitted
Cyber Liability	Palomar Excess and Surplus Insurance Company (A X)	Recommended Quote	Non-Admitted
Excess Property - SFUAD	Endurance American Specialty Ins Co (A+ XV)	Recommended Quote	Non-Admitted
Crime	National Union Fire Insurance Company of Pittsburgh PA (A XV)	Recommended Quote	Admitted
Property - SFUAD	Landmark American Insurance Company (A++ XV)	Recommended Quote	Non-Admitted
Excess Property	Mitsui Sumitomo Insurance Co of America (A+ XV)	Recommended Quote	Admitted
Fiduciary Liability	National Union Fire Insurance Company of Pittsburgh PA (A XV)	Recommended Quote	Admitted
Fine Art	StarNet Insurance Company (A+ XV)	Recommended Quote	Admitted
Excess Property - SFUAD	Arch Specialty Insurance Company (A+ XV)	Recommended Quote	Non-Admitted
Property	AIG Specialty Insurance Company (A XV)	Recommended Quote	Non-Admitted
Excess Property - SFUAD	Kinsale Insurance Company (A XIV)	Recommended Quote	Non-Admitted
Property	Lexington Insurance Company (A XV)	Recommended Quote	Non-Admitted
Auto PD and Inland Marine	Hanover Insurance Company (A XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS	BUILDING DESCRIPTION

As per schedule submitted April 11, 2025 on file

Full Program Details

Property including B&M

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	AIG Specialty Insurance Company	AIG Specialty Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$500,000.00	$507,000.00
Exposure / TIV	$459,380,495.00	TIV $483,557,020
TRIA	$14,000.00	$14,000.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25.00%	25%
Estimated Cost	**$515,015.00**	**$522,225.21**

Standard Coverages	Expiring	Proposed
Policy Limit	$100,000,000 is the maximum liability in any one Occurrence as a result of all covered loss or damage regardless of the number of Insured Locations, coverages or Covered Causes of Loss under this Policy.	$100,000,000 is the maximum liability in any one Occurrence as a result of all covered loss or damage regardless of the number of Insured Locations, coverages or Covered Causes of Loss under this Policy.
AIG Specialty's Participation	100.00% being $100,000,000 part of $100,000,000 per Occurrence and in the primary and the maximum amount payable by the Company	100.00% being $100,000,000 part of $100,000,000 per Occurrence and in the primary and the maximum amount payable by the Company
Earth Movement	$1,000,000: Annual Aggregate for all covered loss or damage arising out of Earth Movement	$1,000,000: Annual Aggregate for all covered loss or damage arising out of Earth Movement
Flood:		
Annual Aggregate for all covered loss or damage arising out of flood	$1,000,000	$1,000,000
Subject to A.1.b.i. above, the Annual Aggregate for all covered loss or damage arising out of Flood in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss:	$1,000,000	$1,000,000
Named Storm:	$1,000,000 for all covered loss or damage arising out of Named Storm	$1,000,000 for all covered loss or damage arising out of Named Storm
Equipment Breakdown	$100,000,000 for all covered loss or damage from Equipment Breakdown	$100,000,000 for all covered loss or damage from Equipment Breakdown

Standard Coverages	Expiring	Proposed
Contractor's Equipment	$100,000 for physical loss or damage to contractor's equipment per item subject to a maximum Sublimit of $250,000 per Occurrence	$100,000 for physical loss or damage to contractor's equipment per item subject to a maximum Sublimit of $250,000 per Occurrence
Ordinary Payroll	365 days	365 days

Additional Coverages	Expiring	Proposed
Sublimits		
Contingent Time Element:	$1,000,000 except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$1,000,000 except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED
Extended Period of Indemnity:	365 days	365 days
Extra Expense:	$100,000	$100,000
Ingress & Egress:	30 days, subject to a maximum Sublimit of $100,000 and a distance limitation of 1 mile	30 days, subject to a maximum Sublimit of $100,000 and a distance limitation of 1 mile
Interruption by Civil or Military Authority:	30 days, subject to a maximum Sublimit of $100,000 and a distance limitation of 1 mile	30 days, subject to a maximum Sublimit of $100,000 and a distance limitation of 1 mile
Rental Value:	$1,100,000	$1,100,000
Royalties:	$100,000	$100,000
Accounts Receivable	$100,000	$100,000
Debris Removal:	100.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of $250,000	100.00% of covered direct physical loss or damage payable for all Insured Property, subject to a maximum Sublimit of $250,000
Demolition And Increased Cost of Construction:		
Demolition Coverage A:	$250,000	$250,000
Demolition Coverage B:	$250,000	$250,000
Demolition Coverage C:	$250,000	$250,000
Electronic Data and Media:	$50,000	$500,000
Errors or Omissions:	$250,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$250,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED
Expediting Expenses:	$50,000	$100,000
Fine Arts:	$2,500 per item subject to a maximum Sublimit of $25,000 per Occurrence	$2,500 per item subject to a maximum Sublimit of $25,000 per Occurrence
Fire Brigade Charges And Extinguishing Expenses:	$1,000,000	$1,000,000
Leasehold Interest (including Leasehold Improvements & Betterments):	$1,000,000	$1,000,000
Limited Pollution Coverage:	$100,000 Annual Aggregate	$100,000 Annual Aggregate
Miscellaneous Unnamed Locations:	$100,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$100,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED

Additional Coverages	Expiring	Proposed
New Construction and Additions:	$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED. In no event will the Company pay more than $25,000 for Soft Costs.	$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED. In no event will the Company pay more than $25,000 for Soft Costs.
Newly Acquired Property:	$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED	$500,000, except as respects Earth Movement, Flood, and Named Storm, where the Sublimit is NOT COVERED
Outdoor Property:	$5,000 per item subject to a maximum of $50,000 per Occurrence	$5,000 per item subject to a maximum of $50,000 per Occurrence
Pairs or Sets:	$25,000	$25,000
Professional Fees:	$100,000	$100,000
Property Removed from Insured Locations:	$50,000	$50,000
Service Interruption:	$100,000	$100,000
Spoilage:	$25,000	$25,000
Transit:	$25,000 per conveyance subject to a maximum Sublimit of $100,000 per Occurrence	$25,000 per conveyance subject to a maximum Sublimit of $100,000 per Occurrence
Valuable Papers and Records:	$1,000,000	$1,000,000

Deductibles/SIR	Expiring	Proposed
Ingress & Egress:	24 hours	24 hours
Interruption by Civil or Military Authority:	24 hours	24 hours
Service Interruption:	24 hours	24 hours
The Deductibles shown below apply per Occurrence unless otherwise stated		
Policy Deductible	$100,000 applicable to all covered loss or damage unless otherwise stated below or in this Policy	$100,000 applicable to all covered loss or damage unless otherwise stated below or in this Policy
Earth Movement	$100,000 for all covered loss or damage arising out of Earth Movement (other than as set forth in this Earth Movement Deductible section)	$100,000 for all covered loss or damage arising out of Earth Movement (other than as set forth in this Earth Movement Deductible section)
Flood:	$100,000 for all covered loss or damage arising out of Flood (other than as set forth in this Flood Deductible section).	$100,000 for all covered loss or damage arising out of Flood (other than as set forth in this Flood Deductible section).

Deductibles/SIR	Expiring	Proposed
Flood:	.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $250,000 any one Occurrence for all covered loss or damage arising out of Flood at any property wholly or partially within a Special Flood Hazard Area (SFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA).	.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $250,000 any one Occurrence for all covered loss or damage arising out of Flood at any property wholly or partially within a Special Flood Hazard Area (SFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA).
Named Storm	2.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).	2.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Named Storm (other than as set forth in this Named Storm Deductible section).
High Hazard Hail:	3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 1.	3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 1.
High Hazard Hail:	1.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 2.	1.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage arising out of Hail in Hail Zone 2.
Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown

Valuations	Expiring	Proposed
Replacement Cost		
Actual Cash Value (ACV)		
Manufacturer's Selling Price		
Reporting Form		
Market Value For Stocks		
Actual Loss Sustained in Business Interruption		

Endorsements (including but not limited to)
Federal Share Of Compensation Under Tria And Cap On Losses Endorsement - 125595 03/20

Endorsements (including but not limited to)
Fungus Mold Or Spore Addt Coverage Endt (Aggregate) - LX137992 4/21
High Hazard Earthquake Zones Nm Pnw Amendatory Endorsement - LX138014 06/20
Property Cyber And Data Endt - LMA5400 11/19
Time Element Loss Sublimit Endt - LX137967 3/20
Maximum Amount Payable Endt (Pui)(Values Per Bldg Pp Te) - LX138127 12/22
Riot Strike Or Civil Commotion Amended Definition Endt - LX138151 8/23
Windstorm Or Hail Deductible Endorsement - LX138149 1/23
General Change Endorsement - MANUSCRIPT
Named Wildfire Deductible Endorsement - MANUSCRIPT

Binding Requirements:

Description
Subject to
Broker Responsible for Surplus Lines Filing Agreement
Policyholder Disclosure Notice Of Terrorism Insurance Coverage - LX4275 10/20

Excess Property

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Mitsui Sumitomo Insurance Co of America	Mitsui Sumitomo Insurance Co of America
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$100,000.00	$98,680.00
Exposure / TIV	$432,895,424	Total Insurable Values : $483,557,020
TRIA	$5,000.00	$4,934.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35.00%	35%
Estimated Cost	**$100,000.00**	**$98,680.00**

Standard Coverages	Expiring	Proposed
MSIG Participation	$100,000,000 Being 100% Part of $100,000,000 Per Occurrence Excess of $100,000,000 Per Occurrence, excess of underlying deductibles.	$100,000,000 Being 100% Part of $100,000,000 Per Occurrence Excess of $100,000,000 Per Occurrence, excess of underlying deductibles.

Underlying	Limit
AIG	$100,000,000

Endorsements (including but not limited to)
Conformance with Law/Severability - MS 0810
Property Cyber and Data Endorsement - LMA 5400
General Change Endorsement

Exclusions (including but not limited to)
Exclusion – Foreign Terrorism - MS 5509
Exclusions of Certified Acts of Terrorism - IL 0953
Sanction Limitation and Exclusion Clause - LMA 3100
Virus or Bacteria Exclusion - MS 5533

Perils Covered:

Type	Description
Special Form Perils	All risks of direct physical loss or damage excluding Earthquake and Flood

Other Significant Terms and Conditions/Restrictions:

Description
Margin Clause : 125% Cancellation : 60 days except 10 days for non-payment of premium

Other Significant Terms and Conditions/Restrictions:

Description
The perils/coverages of Earthquake/Earth Movement, Flood, Flooding as a result of Named Windstorm, Equipment Breakdown, and Contingent Time Element are excluded in the coverage layer. We recognize that these perils/coverages can erode the underlying limit, but under no circumstances will this policy respond to a loss resulting from these perils/coverages.

Crime

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	National Union Fire Insurance Company of Pittsburgh PA	National Union Fire Insurance Company of Pittsburgh PA
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$8,065.00	$8,065.00
Minimum Type	None	None
Estimated Cost	**$8,065.00**	**$8,065.00**

Standard Coverages	Expiring	Proposed
Employee Theft-Per Loss Coverage	$1,000,000	$1,000,000
Forgery or Alteration	$1,000,000	$1,000,000
Inside Premises-Theft of Money & Securities	$1,000,000	$1,000,000
Inside Premises-Robbery,Safe Burglary-Other Prop.	$1,000,000	$1,000,000
Outside the Premises	$1,000,000	$1,000,000
Computer Fraud	$1,000,000	$1,000,000
Money Orders and Counterfeit Paper Currency	$1,000,000	$1,000,000
Funds Transfer Fraud	$1,000,000	$1,000,000

Additional Coverages	Expiring	Proposed
Impersonation Fraud Coverage (Iso Com and Gov Crime) Sublimit	$100,000	$100,000

Deductibles/SIR	Expiring	Proposed
Deductible - Employee Theft-Per Loss Coverage	$10,000 Per Loss	$10,000 Per Loss
Deductible - Forgery or Alteration	$10,000 Per Loss	$10,000 Per Loss
Deductible - Inside Premises-Theft of Money & Securities	$10,000 Per Loss	$10,000 Per Loss
Deductible - Inside Premises-Robbery,Safe Burglary-Other Prop.	$10,000 Per Loss	$10,000 Per Loss
Deductible - Outside the Premises	$10,000 Per Loss	$10,000 Per Loss
Deductible - Computer Fraud	$10,000 Per Loss	$10,000 Per Loss
Deductible - Funds Transfer Fraud	$10,000 Per Loss	$10,000 Per Loss
Deductible - Money Orders and Counterfeit Paper Currency	$10,000 Per Loss	$10,000 Per Loss

Deductibles/SIR	Expiring	Proposed
Deductible - Impersonation Fraud Coverage (Iso Com and Gov Crime)	$25,000	$25,000

Form Type	Expiring	Proposed
Form Type	Loss Sustained	Loss Sustained

Endorsements (including but not limited to)
Government Crime Policy - CR0027 (05/06)
New Mexico Changes - CR0248 08/07
Add Credit, Debit Or Charge Card Forgery - CR2520 08/07
Economic Sanctions Endorsement - 119679 09/15
Include Volunteer Workers As Employees - CR2509 08/07
Include Treasurer Or Tax Collectors As Employees - CR2512 08/07
Notice Of Claim (Reporting By E-Mail) - 99758 08/08
Impersonation Fraud Coverage (Iso Com And Gov Crime) - 134476 07/19
Forms Index Endorsement - 78859 10/01
Add Faithful Performance of Duty Coverage for Government Employees - CR2519 05/06

Exclusions (including but not limited to)
Government Action Exclusion
Third Party Employee Dishonesty
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)
Bonded Employees Exclusion - 95419 08/07
Cyberextortion Exclusion Resulting Directly - 141306 08/21
Indirect Or Consequential Loss Exclusion - 113024 10/12
Protected Information Exclusion - 113013 10/12

Fine Art

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	StarNet Insurance Company	StarNet Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$5,870.00	$5,870.00
Minimum Type	None	None
Estimated Cost	**$5,870.00**	**$5,870.00**

Standard Coverages	Expiring	Proposed
Policy Aggregate Limit	$4,300,000	$4,300,000
At the Insured's Premises: As Per the Attached Schedule of Locations	$4,300,000	$4,300,000
At any Other Location, Worldwide.	$1,075,000	$1,075,000
In Transit on any One Conveyance, Worldwide.	$1,075,000	$1,075,000
In any One Loss or Disaster, Either in Case of Partial or Total Loss, Or Salvage Charges, Or Expenses, Or all Combined.	$4,300,000	$4,300,000
Earthquake Coverage: Limit of Liability	Included	Included

Additional Coverages	Expiring	Proposed
Additional Coverage		
Registration Papers and Records: The Insurer Will Pay up to	$50,000 in any One Loss	$50,000 in any One Loss
Cost of Preparing Inventory	$50,000	$50,000
Debris Removal:		
- (a) the Sum of Direct Physical Loss or Damage and Debris Removal Expense Exceeds the Limit of Insurance; Or (B) the Debris Removal Expense Exceeds the Amount Payable Under the	25% Limitation	25% Limitation
- We will pay up to an additional: Under This Coverage Extension	$25,000 in any One Occurrence	$25,000 in any One Occurrence
Fire Department Service Charge: Insured's Liability for Fire Department Service Charges	$25,000	$25,000
Fire Extinguishing System Discharge	$25,000 in any One Occurrence	$25,000 in any One Occurrence
Lock/Key Insurance: Subject to a Limit not Exceed	$50,000 in any One Occurrence	$50,000 in any One Occurrence

Additional Coverages	Expiring	Proposed
Expediting Expenses: The Most we Will Pay Under This Coverage Extension in any One Occurrence Involving One or More Items of Covered Property	$25,000	$25,000
Defective Title: Insurers' Maximum Liability Under This Section is Subject to the Limit	$100,000 any One Loss and in the Annual Aggregate	$100,000 any One Loss and in the Annual Aggregate
Event Cancellation Coverage: The Insurer Shall Compensate the Insured, Up to a Limit: Any Expenses Incurred the Preparation	$50,000	$50,000
Shipping Expense Clause/Coverage During Delay	$50,000 any One Loss	$50,000 any One Loss
Shipping Expense Clause/Coverage During Delay	$100,000 in the Annual Aggregate	$100,000 in the Annual Aggregate

Deductibles/SIR	Expiring	Proposed
Deductible - Each Claim for Loss or Damage Separately Occurring.	$1,000	$1,000
Deductible - Shall Apply to Outdoor Art	$5,000	$5,000
Deductible - U.S. Indemnity Deductible Coverage: U.S. Arts & Artifacts Indemnity Deductible up	$500,000 Per Exhibition	$500,000 Per Exhibition

Endorsements (including but not limited to)
Schedule Of Covered Locations - CIP_LOC
Museum Collection And Temporary Loans Coverage - MUSFRM1016
TRIA Declined Disclosure - TRIA Declined Disclosure 01 15
Manuscript Endorsement Form Consignments Endorsement - END_MANU
OFAC Advisory Notice - ILP0010104
Communicable Disease Clause - CL_Communicable Disease
Limited Cyber Coverage Clause - CL_Limit Cyber Coverage
Sanction Limitation Clause - JC2010-014(08-10)
New Mexico - Amendatory Endorsement - FA - 800 NM (07-16)
New Mexico Changes - Cancellation And Nonrenewal - IL0298(05-15)

Exclusions (including but not limited to)
Inland Marine - Cranes & Rigging Equipment
Inland Marine, Equipment Floater - Mechanical or Equipment Breakdown
Equipment Floater - Pollution
Equipment Floater, EDP, Transit - War and Nuclear Hazard
Equipment Floater, EDP, Transit - Wear and Tear, Gradual Deterioration, or Obsolescence
Equipment Floater - Mold / Fungus
EDP - Utility Service Interruption
EDP - Expected or Intended Loss
EDP - Programming Errors

Exclusions (including but not limited to)
Transit - Government Authority Exclusion
Inland Marine - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical & Electronic Weapons Exclusion Clause - CL370-USCAN B 29/01/04
Inland Marine - Terrorism Exclusion Clause - NMA2920
Inland Marine - Exclusion Of Certified Acts Of Terrorism - IL0953(01-15)
Inland Marine - Sanction Limitation and Exclusion Clause - JC2010/014 11 August 2010

Perils Covered:

Type	*Description*
Special Form Perils	Applies

Pollution Legal Liability (City properties)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due Upon Receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$155,900.00	$134,000.00
NM Surplus Lines Tax	$4,681.68	$4,034.53
- Carrier Inspection Fee		$350.00
Exposure / TIV	Exposure - 3 units	Exposure - 3 units
TRIA	$7,795.00	$6,901.20
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	100.00%	25% - at inception
Estimated Cost	**$160,581.68**	**$138,384.53**

Standard Coverages	Expiring	Proposed
Coverage A.1. Bodily injury and property damage resulting from new pollution conditions	$1,000,000 Each claim	$1,000,000 Each claim
Coverage A.1. Bodily injury and property damage resulting from new pollution conditions	$2,000,000 Aggregate	$2,000,000 Aggregate
Coverage A.5. Off-site cleanup costs resulting from new pollution conditions	$1,000,000 Each claim	$1,000,000 Each claim
Coverage A.5. Off-site cleanup costs resulting from new pollution conditions	$2,000,000 Aggregate	$2,000,000 Aggregate
Coverage A.8. Non-owned disposal sites	$1,000,000 Each pollution condition	$1,000,000 Each pollution condition
Coverage A.8. Non-owned disposal sites	$2,000,000 Aggregate	$2,000,000 Aggregate
Coverage A.16. Transportation pollution liability	$1,000,000 Each pollution condition	$1,000,000 Each pollution condition
Coverage A.16. Transportation pollution liability	$2,000,000 Aggregate	$2,000,000 Aggregate
Coverage Form Aggregate Limit	$2,000,000	$2,000,000
Total policy aggregate limit	$2,000,000	$2,000,000

Deductibles/SIR	Expiring	Proposed
Self Insured Retention - Coverage a.8. Non-Owned disposal sites		$50,000
Self Insured Retention - Coverage A.16. Transportation pollution liability		$50,000

Form Type	Expiring	Proposed
Form Type	Claims made; Transportation Pollution Liability: Claims-Made And Reported;	Claims made; Transportation Pollution Liability: Claims-Made And Reported;
Retroactive Date	Coverage A.8. Non-owned disposal site: 07/01/2008; Coverage A.16. Transportation pollution liability: 07/01/2008	Coverage A.8. Non-owned disposal site: 07/01/2008; Coverage A.16. Transportation pollution liability: 07/01/2008

Endorsements (including but not limited to)
Changes - Civil Union - MEIL 1225 10 11
Service Of Suit - MEIL 1200 03 23
Application Warranty - MEEI 2562 05 24
Common Policy Conditions - MEEI 0017 05 24
Forms Schedule - MDIL 1001 08 11
Environmental Common Policy Declarations - MDEI 2014 11 17
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - MPIL 1083 04 15
Privacy Notice - MPIL 1007 01 20
Emergency Response Hotline - MPEI 2000 06 23
Jacket/Signature Page - MJIL 1000 08 10
Minimum Earned And Minimum Retained Premium - MEIL 1247 08 15
Trade or Economic Sanctions - MIL 1214 09 17
Site Pollution And Environmental Coverage Supplemental Declarations - MDEI 2017 09 22
Schedule Of Covered Locations - MDEI 2018 09 22
Site Pollution And Environmental Coverage Form - MEEI 0008 09 22
Amended Exclusion - Material Change In Use For Intended Use - MEEI 2600 09 22
Amended Insuring Agreement - Transportation Pollution Liability (Claims-Made And Reported) - MEEI 2966 09 22
Acquired Locations Coverage - Phase I Requirement - MEEI 2989 09 22

Exclusions (including but not limited to)
Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) - MEEI 2373 03 24
Exclusion Of Certified Acts Of Terrorism - MEEI 2346 06 21
Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data - MEEI 2314 03 21
Exclusion - Breach Of Contract - MEEI 2303 11 17
Exclusion – Communicable Disease - MEEI 2378 03 24
Exclusion - Landfill Materials And Landfill Operations For Specified Covered Locations - MEEI 2382 09 22

Binding Requirements:

Description
Subject to:
- Signed & Completed TRIA/Required prior to binding: The "Disclosure Notice of Terrorism Insurance Coverage" must be signed and returned prior to or at binding.
- Name/Contact Info (Phone Number, Email Address, Etc.) of Insured's Site Contact
- Required prior to binding: fully completed with schedules and signed Markel Site Pollution application

Other Significant Terms and Conditions/Restrictions:

Description
Premium Includes TRIA
TRIA Includes Surplus Line Tax of $201.20
Minimum Earned Premium: 100%

Pollution Legal Liability - SFSWMA

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Evanston Insurance Company	Evanston Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due Upon Receipt	Payment Due Upon Receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$55,500.00	$54,645.00
NM Surplus Lines Tax	$1,666.67	$2001.50
TRIA	$2,775.00	$2,775.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	25.00%	25.00%
Estimated Cost	**$57,166.67**	**$56,646.50**

Standard Coverages	Proposed
Aggregate limit	$2,000,000
Products completed operations aggregate	$2,000,000
Personal and advertising injury limit	$1,000,000
Each occurrence limit	$1,000,000
Damage to premises rented to you	$300,000
Medical expense limits	$25,000
Coverage A.1. Bodily injury and property damage resulting from new pollution conditions - each claim limit	$1,000,000
Coverage A.1. Bodily injury and property damage resulting from new pollution conditions - Aggregate	$1,000,000
Coverage A.2. Bodily injury and property damage resulting from pre-existing pollution conditions	Not included
Coverage A.3. On-site cleanup costs resulting from new pollution conditions	Each claim limit:$1,000,000
	Aggregate:$2,000,000
Coverage A.4. On-site cleanup costs resulting from preexisting pollution conditions	Not included
Coverage A.5. Off-site cleanup costs resulting from new pollution conditions	Each claim limit:$1,000,000
	Aggregate:$2,000,000
Coverage A.6. Off-site cleanup costs resulting from preexisting pollution conditions	Not included
Coverage A.7. Sudden and accidental discharge, release, or escape of pollutants	Not included
Coverage A.8. Non-owned disposal sites	Not included
Coverage A.9. Non-owned locations	Not included
Coverage A.10. Crisis management costs	Not included
Coverage A.11. Emergency response costs	Not included
Coverage A.12. Business interruption expense	Not included
Coverage A.13. Contingent business interruption expense	Not included
Coverage A.14. Product recall	Not included
Coverage A.15. Products pollution	Not included

Standard Coverages	Proposed
Coverage A.16. Transportation pollution liability	Each pollution condition: $1,000,000
	Aggregate: $2,000,000
	Self insured retention: $50,000
	Retroactive date:Not applicable
Coverage A.17. Contractor's pollution liability	Not included
Loss Of Earnings or Expenses Limit	Not included
Coverage Form Aggregate Limit	$2,000,000

Deductibles/SIR	Proposed
Self insured retention	$50,000 Each Occurrence
Employee Benefits Liability Coverage Deductible	$1,000
Coverage A.16. Transportation pollution liability SIR	$50,000
Sublimit – Aboveground Storage Tanks With Separate Self-Insured Retention - 149 Wildlife Way, Santa Fe, NM 87506;	Each Pollution condition: $1,000,000

Form Type	Proposed
Claims Made: Site Pollution And Environmental Coverage	05/12/1997
Retroactive Date - Employee Benefits Liability Coverage	05/12/1997
Pending & Prior Date	N/A
Continuity Date	N/A

Definition Of Claim:
Employee Benefits Liability "Claim" Means any Demand, Or "Suit", Made by an "Employee" or an "Employee's" Dependents and Beneficiaries, For Damages as the Result of an Act, Error or Omission.

Incident/Claim Reporting Provision:
Immediately record and notify us of in writing the specifics of the "claim" or "suit" and the date received; and (2) You and any other involved "insured" must: (a) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the "claim" or "suit"; (b) Authorize us to obtain records and other information; (c) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of injury or damage to which this insurance may also apply.

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
MJIL 1000 08 10 Jacket/Signature Page
Common policy forms:
MEIL 1200 03 23 Service Of Suit

Endorsements (including but not limited to)
MPEI 2000 01 22 Emergency Response Hotline
MPEI 2000 06 23 Emergency Response Hotline
MPIL 1007 01 20 Privacy Notice
MPIL 1039 01 12 Common Policy Surplus Lines Notification Supplement To Declarations
MPIL 1083 04 15 U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MDEI 2014 11 17 Environmental Common Policy Declarations
MDIL 1001 08 11 Forms Schedule
MEEI 0017 01 22 Common Policy Conditions
MEEI 2562 11 17 Application Warranty
MEIL 1200 02 20 Service of Suit
MEIL 1225 10 11 Changes - Civil Union
MEIL 1247 08 15 Minimum Earned And Minimum Retained Premium Minimum Earned Premium Percentage: 25% Minimum Retained Premium Percentage: 100%
MIL 1214 09 17 Trade or Economic Sanctions
MEEI 2427-NM 02 20 New Mexico- Aboveground and Underground Financial Responsibility Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506 AST - Storage Tank I.D.: 1
Commercial general liability
CG 24 53 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) Automatic
MEEI 2226 06 18 Self-Insured Retention
MEEI 2226 06 23 Self-Insured Retention
MDGL 1008 08 11 Commercial General Liability Coverage Part Declarations
CG 00 01 04 13 Commercial General Liability Coverage Form
CG 04 35 12 07 Employee Benefits Liability Coverage Limits Of Insurance (Each Employee): $1,000,000 Limits Of Insurance (Aggregate): $1,000,000 Each Employee Deductible: $1,000 Retroactive Date: 05/12/1997
CG 20 01 04 13 Primary & Noncontributory - Other Insurance Condition
MEGL 0048 04 24 Deductible Liability Insurance
MGL 1213 07 12 Data Breach Coverage - Occurrence(Claim Expenses Within Limit)
MEEI 2974 09 22 Amended Who Is An Insured And Conditions
Site pollution environmental coverage
MDEI 2017 09 22 Site Pollution And Environmental Coverage Supplemental Declarations
MDEI 2018 09 22 Schedule Of Covered Locations
MEEI 0008 09 22 Site Pollution And Environmental Coverage Form
MEEI 2241 01 24 Sublimit – Aboveground Storage Tanks With Separate Self-Insured Retention 149 Wildlife Way, Santa Fe, NM 87506; Retro date: 12/23/2014; Each Pollution condition: $1,000,000; Tank I.D.: 1; Tank Age: 9; Capacity: 6,000 gallons
MEEI 2241 09 22 Sublimit - Aboveground Storage Tanks
MEEI 2262 03 23 Separate Defense Costs Aggregate

Exclusions (including but not limited to)
MEEI 2373 01 23 Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

Exclusions (including but not limited to)
MEEI 2308-NY 11 17 Commercial General Liability New York Exclusion - Designated State
MEEI 2314 03 21 Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data
MEEI 2346 06 21 Exclusion Of Certified Acts Of Terrorism
MEEI 2373 09 22 Exclusion - Perfluorinated Compounds
IL 00 21 09 08 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
MEGL 1671 05 16 Exclusion - Punitive Or Exemplary Damages
CG 21 47 12 07 Employment-Related Practices Exclusion
CG 21 49 09 99
MEEI 2344 07 20 Exclusion - Communicable Disease
MEEI 2345 11 17 Exclusion - Insured Versus Insured
MEEI 2350 11 17 Exclusion - Nanotubes Or Nanotechnology
MEEI 2351 11 17 Exclusion - Professional Services
MEEI 2355 11 17 Exclusion - Asbestos
MEEI 2356 11 17 Exclusion - Lead
MEGL 0008 04 20 Exclusion - Continuous or Progressive Injury or Damage
MEGL 1378 05 16 Exclusion - Aircraft Products and Grounding
MEGL 1394 03 19 Exclusion - Intellectual Property Hazard
MEGL 1397 07 10 Exclusion - Aircraft, Auto Or Watercraft
CG 21 67 12 04 Fungi Or Bacteria Exclusion
CG 21 96 03 05 Silica Or Silica-Mixed Dust Exclusion
MEEI 2343 03 20 Exclusion - Wild Fire
MEEI 2374 12 19 Exclusion - Operations Covered By A Consolidated (Wrap-Up) Insurance Program
MEEI 2378 03 24 Exclusion – Communicable Disease
MEEI 2382 09 22 Exclusion - Landfill Materials And Landfill Operations For Specified Covered Locations Covered Location(s): 149 Wildlife Way, Santa Fe, NM 87506

Binding Requirements:

Description
Subject to:
- Signed & Completed TRIA/Required prior to binding: The "Disclosure Notice of Terrorism Insurance Coverage" must be signed and returned prior to or at binding.
- Name/Contact Info (Phone Number, Email Address, Etc.) of Insured's Site Contact
- Required prior to binding: fully completed with schedules and signed Markel Site Pollution application Copy of tank tightness testing report for 6,000 gallon tank
Completed Site Pollution Supplemental Application for the following locations: - Siler Yard Operation Maintenance 1142 Siler Road, Santa Fe, NM 87504 - Buckman Division Direct 341 Caja del Rio Rd, Santa Fe, NM 87506 15 - Wastewater Treatment Facility 73 Paseo Road, Santa Fe, NM 87507 4-13 - Sante Fe Trails Transit Facility 2931 Rufina St, Santa Fe, NM 87504

Business Auto & Inland Marine

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Hanover Insurance Company	Hanover Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$218,556.00	$175,135.00
Exposure / TIV	$82,603,370 Total Insured Value of Vehicles	$75,816,049 Total Insured Value of Vehicles
Rate	.022	0.2310
TRIA	$2,186.00	$2,242.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	$31,220.00	$25,000
Estimated Cost	**$218,556.00**	**$175,135.00**

Standard Coverages (Symbol)	Expiring	Proposed
Catastrophe Limit – The most we pay for loss in any One occurrence for all Vehicles is	$10,000,000	$10,000,000

Additional Coverages	Expiring	Proposed
Additional Debris Removal Expenses	$50,000	$50,000
Newly Acquired and substitute Vehicles	$1,500,000	$1,500,000
- Number of Days	365 Days	365 Days
Pollutant Cleanup And Removal	$25,000	$25,000
Towing and Labor Costs	$25,000	$25,000
Rental Reimbursement	$500 per day / $10,000 max.	$500 per day / $10,000 max.
Personal effects	$1,000 per person	$1,000 per person
Personal effects	$10,000 per Occurrence	$10,000 per Occurrence

Deductibles/SIR	Expiring	Proposed
Deductible:	$25,000	$25,000

Endorsements (including but not limited to)
Hanover form - 1M441-1075 01 09
Manuscript Endorsement - Personal Effects & Rental Reimbursement Extension - IM 7851 F
Manuscript Endorsement –Communication Equipment
Manuscript Endorsement – Maximum Deductible.
Manuscript Endorsement – Maximum Aggregate Policy Limit
Manuscript Endorsement – Vehicles Borrowed From Others.
Manuscript Endorsement – Amended Property Not Covered and Amended Definition of Vehicles.

Exclusions (including but not limited to)
Pollution
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Other standard policy exclusions apply
Terrorism

Binding Requirements:

Description
Subject to Signed TRIA Form.

Other Significant Terms and Conditions/Restrictions:

Description
Covered property - Your vehicles and vehicles you have leased FROM OTHERS under a written lease contract Scheduled Vehicles on File – Schedule received 6/18/2025
Perils Covered: "All risk" subject to perils excluded
Replacement cost not to exceed amount on schedule. Manuscript Endorsement – Valuation.
Annual adjustment at 50% of agreed rates. Manuscript Endorsement – Annual Adjustment-Reporting Provisions
TRIA Premium and Minimum Earned Premium shown is applicable to Auto PD $10mm Limit With CE and Inland Marine

Excess Liability

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Gemini Insurance Company	Gemini Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$2,235,000.00	$2,372,500.00
Surplus Lines Tax	$67,117.05	$71,246.18
TRIA	Rejected	$61,950.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35% at Inception	35% at Inception
Estimated Cost	**$2,302,117.05**	**$2,443,746.18**

Standard Coverages	Expiring	Proposed
A - General Liability	-	-
- Each Occurrence	$3,000,000	$3,000,000
- Aggregate	$3,000,000	$3,000,000
B - Law Enforcement Activities	-	-
- Each Wrongful Act	$3,000,000	$3,000,000
- Aggregate (Included in A - General Liability Aggregate)	$3,000,000	$3,000,000
C - Public Officials, Employment Practices & Employee Benefits Liability	$3,000,000 Aggregate	$3,000,000 Aggregate
- C.1. Public Officials Liability	$3,000,000 Each Claim	$3,000,000 Each Claim
- C.2. Employment Practices Liability	$3,000,000 Each Claim	$3,000,000 Each Claim
- C.3. Employee Benefits Liability	$3,000,000 Each Claim	$3,000,000 Each Claim
D - Limited Sexual Misconduct Incident Liability	-	-
- Each Occurrence	$3,000,000	$3,000,000
- Aggregate (Included in General Liability Aggregate Limit)	$3,000,000	$3,000,000
E - Automobile Liability	$3,000,000 Each Accident	$3,000,000 Each Accident
F - Crisis Management Expense	$35,000 Each Crisis Event	$35,000 Each Crisis Event
F - Crisis Management Expense	$35,000 Aggregate	$35,000 Aggregate

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention : A - General Liability	$1,500,000 Each Occurrence	$1,500,000 Each Occurrence
Self-Insured Retention : B - Law Enforcement Activities	$1,500,000 Each Wrongful Act	$1,500,000 Each Wrongful Act

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention : C.1. Public Officials Liability	$1,500,000 Each Claim	$1,500,000 Each Claim
Self-Insured Retention : C.2. Employment Practices Liability	$1,500,000 Each Claim	$1,500,000 Each Claim
Self-Insured Retention : C.3. Employee Benefits Liability	$1,500,000 Each Claim	$1,500,000 Each Claim
Self-Insured Retention : E - Automobile Liability	$1,500,000 Each Accident	$1,500,000 Each Accident
Self-Insured Retention : D – Limited Sexual Misconduct Occurrence Liability	$1,500,000 Each Occurrence	$1,500,000 Each Occurrence

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence
Retroactive Date	Public Officials Liability, Employment Practices Liability, Employee Benefits Liability - 03/01/2003	Public Officials Liability, Employment Practices Liability, Employee Benefits Liability - 03/01/2003

Definition Of Claim:
Claim means a written demand, service of a civil complaint, an arbitration demand or similar demand or pleading to or against any insured for monetary damages. Claim does not mean or include a labor union grievance or complaint filed with a labor union

Incident/Claim Reporting Provision:
You must see to it that **we** are notified in writing as soon as practicable once **you** have knowledge of any **accident**, **occurrence**, **employment practices violation**, **sexual misconduct incident** or **wrongful act** which may be reasonably expected to give rise to a **claim** against an **insured** and that is likely to result in liability for **us** under this **policy**

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([60) days of the expiration date. The cost of this extended reporting period is [100]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([60]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Public Entity Retained Limits Policy Declarations - BPE 8000 09/22
Berkley Public Entity Premier Schedule of Forms and Endorsements - BPE 8002 08/22
Berkley Public Entity Premier Public Entity Retained Limit Form - BPE 8001 12/23
Signatures - BPE 8200 09/22
Service of Suit - BPE 8202 01/23
Cap on Losses from Certified Acts of Terrorism - BPE 8204 09/22
Limited Sexual Misconduct Occurrence Liability Coverage - Limits Included in the General Liability Aggregate Limit - BPE 8343 10/22
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - IL P 001 01/04
Loss Notice - LOSS Notice 01/23

Endorsements (including but not limited to)
Crisis Management Expense Notice - CME 9100 (08/22)
Exclusions (including but not limited to)
General Liability - War and Nuclear Hazard
General Liability - Mold / Fungus
General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft
General Liability - Employment Related Practices Exclusion
General Liability - Liquor Liability Exclusion
General Liability - Aircraft Products Exclusion
General Liability - Professional Liability Exclusion
General Liability - Real Property in Your Care, Custody, and Control Exclusion
General Liability - Absolute Asbestos Exclusion
General Liability - Absolute Lead Exclusion
EBL - Dishonest, fraudulent, criminal or malicious act or omission
EBL - Bodily Injury or Property Damage or Personal Injury
EBL - Failure of performance of contract
EBL - Failure of any investment to perform as represented by you
EBL - Wrongful termination of an employee
EBL - Coercion, demotion, reassignment, discipline or harassment of an employee
EBL - Discrimination against an employee
General Liability - Exclusion of Certified Acts of Terrorism - BPE 8203 09/22
General Liability - Biometric Information Exclusion - BPE 8213 05/23
General Liability - Absolute Aircraft and Aviation Operations Exclusion - BPE 8300 09/22
General Liability - Designated Dams Exclusion - BPE 8332 09/22

Binding Requirements:

Description
Subject to :
- Please provide the contact information for claims handling, whether it is managed by a Third-Party Administrator or Self-Administered, Required within 30 Days of Binding. - Signed UM/UIM forms, Required Prior to Binding / New Mexico Uninsured Motorists Coverage Selection/Rejection

Other Significant Terms and Conditions/Restrictions:

Description
D - Limited Sexual Misconduct Incident Liability

Options:

Carrier	Limit	Retention	Premium
Gemini & Lexington	$3,000,000	$1MM	$2,010,174
Obsidian Specialty	$3,000,000	$1MM	$1,802,552
Obsidian Specialty	$4,000,000	$1MM	$2,214,564
Obsidian Specialty	$5,000,000	$1MM	$2,575,075

Cyber Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Palomar Excess and Surplus Insurance Company	Palomar Excess and Surplus Insurance Company
A.M. Best Rating	A- X	A X
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$79,178.00	$73,956.00
NM Surplus Lines Tax	$2,401.74	$2,244.92
- Underwriting Fees	$800.00	$800.00
TRIA	Rejected	Included
Minimum Type	None	None
Estimated Cost	**$82,379.74**	**$77,000.92**

Standard Coverages	Expiring	Proposed
Aggregate Limit	$2,000,000	$2,000,000
Liability Expense:		
Liability Costs	$2,000,000	$2,000,000
PCI Costs	$2,000,000	$2,000,000
Regulatory Costs	$2,000,000	$2,000,000
First Party Expense:		
Cowbell Breach Fund	$2,000,000	$2,000,000
Data Restoration Costs	$2,000,000	$2,000,000
Extortion Costs	$2,000,000	$2,000,000
Business Impersonation Costs	$2,000,000	$2,000,000
Reputational Harm Expense	$2,000,000	$2,000,000
First Party Loss:		
Business Interruption loss	$2,000,000	$2,000,000
Contingent Business Interruption Loss	$2,000,000	$2,000,000
System Failure	$2,000,000	$2,000,000
Contingent System Failure	$2,000,000	$2,000,000
Cyber Crime loss	$250,000	$250,000
Bricking Costs	$2,000,000	$2,000,000
Criminal Reward Costs	$100,000	$100,000
Coverage Endorsements:		
Califomia Consumer Privacy Act	$2,000,000	$2,000,000
General Data Protection Regulation	$2,000,000	$2,000,000
Utility Fraud Attack	$100,000	$100,000
Media Liability	$2,000,000	$2,000,000
Cryptojacking	$100,000	$100,000

Standard Coverages	Expiring	Proposed
Contingent Bodily Injury & Property Damage	$250,000	$250,000
Separate Cowbell Breach Fund Costs Endorsement	$2,000,000	$2,000,000

Deductibles/SIR	Expiring	Proposed
Deductible - Liability Expense:		
Deductible - Liability Costs	$100,000	$100,000
Deductible - PCI Costs	$100,000	$100,000
Deductible - Regulatory Costs	$100,000	$100,000
Deductible - First Party Expense:		
Deductible - Cowbell Breach Fund	$100,000	$100,000
Deductible - Data Restoration Costs	$100,000	$100,000
Deductible - Extortion Costs	$100,000	$100,000
Deductible - Business Impersonation Costs	$100,000	$100,000
Deductible - Reputational Harm Expense - Waiting Period	12 Hours	12 Hours
Deductible - First Party Loss:		
Deductible - Business Interruption loss	$100,000	$100,000
Deductible - Business Interruption loss - Waiting Period	8 Hours	8 Hours
Deductible - Contingent Business Interruption Loss	$100,000	$100,000
Deductible - Contingent Business Interruption Loss - Waiting Period	8 Hours	8 Hours
Deductible - System Failure	$100,000	$100,000
Deductible - System Failure - Waiting Period	8 Hours	8 Hours
Deductible - Contingent System Failure	$100,000	$100,000
Deductible - Contingent System Failure - Waiting Period	8 Hours	8 Hours
Deductible - Cyber Crime loss	$100,000	$100,000
Deductible - Bricking Costs	$100,000	$100,000
Deductible - Coverage Endorsements:		
Deductible - Califomia Consumer Privacy Act	$100,000	$100,000
Deductible - General Data Protection Regulation	$100,000	$100,000
Deductible - Utility Fraud Attack	$100,000	$100,000
Deductible - Media Liability	$100,000	$100,000
Deductible - Cryptojacking	$25,000	$25,000
Deductible - Contingent Bodily Injury & Property Damage	$100,000	$100,000
Deductible - Separate Cowbell Breach Fund Costs Endorsement	$100,000	$100,000

Form Type	Expiring	Proposed
Form Type	Claims made	Claims made
Retroactive Date	Liability Costs: PCI Costs: Regulatory Costs - Full Prior Acts, Business Impersonation Costs - 07/01/2021, Califomia Consumer Privacy Act: General Data Protection Regulation: Media Liability - Full Prior Acts, Contingent Bodily Injury & Property Damage - 07/01/2024	Liability Costs: PCI Costs: Regulatory Costs - Full Prior Acts, Business Impersonation Costs - 07/01/2021, Califomia Consumer Privacy Act: General Data Protection Regulation: Media Liability - Full Prior Acts, Contingent Bodily Injury & Property Damage - 07/01/2024

Definition Of Claim:
Claim means any: (1) written demand for **Money** or non-monetary relief, written demand for arbitration or written request to toll or waive a statute of limitations received by the **Insured**; (2) civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading, against the **Insured**; (3) administrative or regulatory investigation, inquiry, suit, proceeding, prosecution or governmental actions against the **Insured** solely with respect to a **Privacy Incident**; (4) an arbitration or other alternative dispute resolution proceeding against the **Insured** for monetary damages or nonmonetary or injunctive relief, commenced by the **Insured's** receipt of a request or demand for such proceeding, including any appeal thereof; or (5) written notice received by the **Insured** for **PCI Costs** from a third party, with whom the **Insured Organization** has entered into a **Payment Card Services Agreement**, as a result of actual or alleged non-compliance with the **PCI DSS.**

Incident/Claim Reporting Provision:
the **Insured** must provide written notice to the **Insurer** of any **Privacy Incident**, **Network Security Incident** or **Cyber Crime Incident** as soon as possible after the **Insured** is made aware of such **Privacy Incident, Network Security Incident** or **Cyber Crime Incident**

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([60]) days of the expiration date. The cost of this extended reporting period is [75-150]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([60]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Cowbell Cyber Risk Insurance Declarations - Prime 250 - PRIME 250SL 002 09 21
Notice to Policyholders - OFAC - PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure - PN007SL PL 0921
Cowbell Cyber Risk Insurance Policy - Prime 250 - PRIME 250SL 001 10 20
Service of Process - PRIME 250SL 075 PL 09 21
California Consumer Privacy Act - PRIME 250SL 004 09 20
General Data Protection Regulation - PRIME 250SL 005 09 20
Utility Fraud Attack - PRIME 250SL 006 09 20
Media Liability - PRIME 250SL 007 09 20
Cryptojacking - PRIME 250SL 009 09 20

Endorsements (including but not limited to)
Contingent Bodily Injury & Property Damage - PRIME 250SL 010 09 20
Amend Cooperation Clause - PRIME 250SL 019 09 20
Blanket Additional Insured - PRIME 250SL 021 09 20
Amended Cyber Event Amendatory Endorsement - PRIME 250SL 089 08 23
Separate Cowbell Breach Fund Costs Endorsement - PRIME 250SL 090 04 24
Disclosure Pursuant to Terrorism Risk Insurance Act - PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism - PRIME 250SL 029 10 20
CB-Compliance - CB-COMPLIANCE (07/24
New Mexico Surplus Lines Notice - CB-NM-NOTICE (12/20)

Exclusions (including but not limited to)
BIPA Exclusion Endorsement - PRIME 250SL 048 09 2 1
WAR Exclusion Endorsement - PRIME 250SL 088 06 23
Trade or Economic Sanctions Exclusion Endorsement - PRIME 250SL 032 09 20

Options:

Carrier	Limit	Retention	Premium
Palomar Excess and Surplus Insurance Company	$5,000,000	$100,000	$117,693.29
Resilience	$2,000,000	$100,000	$66,436.94
Resilience	$5,000,000	$100,000	$111,243.24

Fiduciary Liability

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	National Union Fire Insurance Company of Pittsburgh PA	National Union Fire Insurance Company of Pittsburgh PA
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$13,200.00	$11,300.00
TRIA	Included	Included
Minimum Type	None	None
Estimated Cost	**$13,200.00**	**$11,300.00**

Standard Coverages	Expiring	Proposed
Limit of Liability	$2,000,000	$2,000,000
HIPAA Sublimit of Liability	$25,000	$25,000

Additional Coverages	Expiring	Proposed
Cap Penalties	$50,000	$50,000

Deductibles/SIR	Expiring	Proposed
Retention - Retention (Not applicable to non-Indemnifiable Loss of a Natural Person Insured and HIPAA Penalties	$25,000	$25,000
Deductible - Cap Penalties	$25,000	$25,000

Form Type	Expiring	Proposed
Form Type	Claims made	Claims made
Continuity Date	05/03/1996	05/03/1996

Definition Of Claim:
Refer to policy form

Run Off Provisions:
Refer to policy form

Incident/Claim Reporting Provision:
Refer to policy form

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Employee Benefit Plan Fiduciary Liability Panel Counsel - 99544 07/08
Economic Sanctions Endorsement - 119679 09/15
New Mexico Cancellation Endorsement - 77227 06/03
New Mexico Amendatory Endorsement - 97460 02/08
Employee Benefit Law Definition Amended - 100662 11/08
Wrongful Act Definition Amended (Cobra Notices) - 102509 08/09
Cap Penalties - 96941 12/07
Federal Share of Compensation Under Tria and Cap on Losses Endorsement - 125595 03/17
Forms Index Endorsement - 78859 10/01

Exclusions (including but not limited to)
Actuarial Errors and Omissions Exclusions - 96939 12/07

Airport Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Starr Indemnity & Liability Company	Starr Indemnity & Liability Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$18,130.00	$14,164.00
Minimum Type	None	None
Estimated Cost	**$18,130.00**	**$14,164.00**

Standard Coverages	Expiring	Proposed
Each Occurrence Limit	$20,000,000 Any one premises	$20,000,000
Damage to Premises Rented to You Limit	$50,000 Any one person	$50,000 Any one premises
Medical Expense Limit	$3,000	$3,000 Any one person
Personal & Advertising Injury Aggregate Limit	$20,000,000 per individual	$20,000,000
Products/Completed Operations Aggregate Limit	$20,000,000	$20,000,000
Hangarkeepers Limit :		
- Each Aircraft Limit	$20,000,000	$20,000,000
- Each Loss Limit	$20,000,000	$20,000,000

Additional Coverages	Expiring	Proposed
Airport Expansion	$1,050,000	$1,050,000
Incidental Medical Malpractice Liability	$20,000,000	$20,000,000
Discrimination :		
- Per Individual	$20,000,000	$20,000,000
- Annual Aggregate	$20,000,000	$20,000,000
Contingent Control Tower Liability - Per “Occurrence"	$20,000,000	$20,000,000
Non-Owned Aircraft: Liability - Any fixed wing land “aircraft” bearing a “Standard” category Airworthiness Certificate having no more than 40 total seats and having a certificated gross weight not in excess of 12,500 pounds	$20,000,000 any one "occurrence"	$20,000,000 any one "occurrence"

Deductibles/SIR	Expiring	Proposed
Deductible : Hangarkeepers	$10,000 Each aircraft	$10,000 Each aircraft
Deductible : Property Damage Liability	$10,000 Per Claim	$10,000 Per Claim

Defense Limitations	Expiring	Proposed
Defense Costs	Yes, outside the policy limits	Yes, outside the policy limits

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence

Endorsements (including but not limited to)
Airport Expansion Endorsement - Starr 10069 02/06
Aviation Date Recognition Endt with Limited Coverage Grant - Starr 30001 02/06
Cancellation By Us Endorsement - Starr 10080 02/06
Contingent Control Tower Liability - Starr 10082 02/06
Deductible Liability Insurance Endorsement - Starr 10086 02/06
Deletion of Exclusion Endorsement - Co-Employees - Starr 10087 02/06
New Mexico Cancellation / Nonrenewal Endorsement - Aviation - Starr 20043 02/06
Non-Owned Aircraft: Liability Endorsement - Starr 10348 06/06
Software Affirmation Clause - AVN139 08/21
Waiver of Governmental Immunity - Starr 10133 02/06

Exclusions (including but not limited to)
General Liability - War and Nuclear Hazard
General Liability - Mold / Fungus
General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability - Employment Related Practices Exclusion
General Liability - Liquor Liability Exclusion
General Liability - Aircraft Products Exclusion
General Liability - Professional Liability Exclusion
General Liability - Real Property in Your Care, Custody, and Control Exclusion
General Liability - Absolute Asbestos Exclusion
General Liability - Absolute Lead Exclusion
General Liability - Asbestos Exclusion Endorsement - Starr 10007 02/06
General Liability - Date Recognition Exclusion Clause - AVN2000A 02/06
General Liability - Electronic Data Event Liability Exclusion - LIIBA Aviation (12.09.19) 09/19
General Liability - Noise and Pollution and Other Perils Exclusion Clause - AVN46B 02/06
General Liability - Nuclear Risks Exclusion Clause - AVN38B 02/06
General Liability - Terrorism Exclusion - Starr 10055 01/15
General Liability - War, Hi-jacking and Other Perils Exclusion Clause - AVN48B 02/06

Binding Requirements:

Description
Subject to - - Signed Acceptance/Rejection of Terrorism Coverage Form

Other Significant Terms and Conditions/Restrictions:

Description
War: Third party war liability can be purchased for additional premium : • War Liability can be purchased for a 25% surcharge of the total annual premium for limits up to $50,000,000 each occ/agg. (Total War limit not to exceed the policy limit) TRIA: TRIA liability can be purchased for additional premium : • TRIA Liability can be purchased for a 5% (as listed above) surcharge on total annual premium if War is purchased to the full policy limit. • TRIA Liability can be purchased for a 60% (as listed above) surcharge on total annual premium if War is NOT purchased.
Coverage Options: Able to offer 2-year term at same premium subject to loss ratio below 50% for the 25- 26 policy period

Options:

Carrier	Limit	Retention	Premium
ACE Property & Casualty Insurance Co	$20,000,000	$10,000	$12,064*

*3 year term;

Restriction:
Will add a Loss in Progress endorsement. This is a restriction on coverage. If the insured (or an employee) knows of BI/PD occurred prior to the policy period and then it continues, changes, or resumes during the policy period, this language knocks it out. It can also apply to similar claims – such as in a product defect situation, if the insured knew about the defect and injuries prior to the policy period, this type of language has knocked out coverage for separate claims/injuries arising from the same defect in the next policy period. The endorsement could limit coverage if a known loss had already taken place

The non-owned aircraft liability coverage with Starr has a max of 40 seats and ACE has a max seating of 10 – 15

Storage Tank Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	ACE American Insurance Company	ACE American Insurance Company
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	The Premium Indicated Above Must be Remitted to US Within Thirty (30) Days from the Date of the Invoice as Outlined on Your Agency's Monthly Statement Bill.	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$14,265.00	$14,643.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	0% - At Inception	0% - At Inception
Estimated Cost	**$14,265.00**	**$14,643.00**

Standard Coverages	Expiring	Proposed
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)	$1,000,000	$1,000,000
Aggregate Limit of Limit of Liability and Remediation Costs) for all Storage Tank Incidents	$2,000,000	$2,000,000
Aggregate Limit of Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents	$1,000,000	$2,000,000
Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	$4,000,000	$4,000,000

Additional Coverages	Expiring	Proposed
Aboveground Storage Tank Aggregate Sublimit of Liability	$1,000,000	$1,000,000
Underground Storage Tank Aggregate Sublimit of Liability	$1,000,000	$1,000,000

Deductibles/SIR	Expiring	Proposed
Deductible - Per Storage Tank Incident	$10,000	$10,000

Defense Limitations	Expiring	Proposed
Storage Tank Liability - Applies / Other	Legal Defense Expenses are Subject to and Will Erode a Separate Aggregate Limit of Liability.	Legal Defense Expenses are Subject to and Will Erode a Separate Aggregate Limit of Liability.

Form Type	Expiring	Proposed
Form Type	Claims made and Reported	Claims made and Reported

Form Type	Expiring	Proposed
Definition Of Claim:		
"Claim" means the written assertion of a legal right received by the "insured" from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the "insured" for "bodily injury" or "property damage" arising out of a "storage tank incident".		

Incident/Claim Reporting Provision:
Refer to Policy form

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Tank safe Policy Form (US) 10.2010 -PF-31181 (10/10) (US) 10.2010
AST Aggregate Sublimit of Liability - PF-31156 (09/10)
Closure, Removal Or Replacement Amendatory - PF-34075 (07/11)
Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement - PF-54022 (02/20)/ (296458.1)
Financial Responsibility Condition - PF-31172 (09/10)
Loading And Unloading Coverage (Time Element) - PF-31174 (09/10)
Other Insurance Amendatory Endorsement - PF-57403 (10/22)/ (352941.1)
Schedule of Covered Storage Tanks - PF-31164 (09/10)
Tank Contents Amendatory (Broadening) - PF-31178 (09/10)
UST Aggregate Sublimit of Liability - PF-31182 (09/10)
Trade Or Economic Sanctions Endorsement - ALL-21101 (11/06)
Signatures - CC-1K11k (10/24)
New Mexico Changes - Cancellation And Nonrenewal - LD-10247a (05/15)
Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)
U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - ILP 001 01 04
Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11e (08/20) (If the Insured Elects to Purchase Terrorism Coverage)
Storage Tank Liability Insurance Declarations - PF-31179 (10/10)
Policyholder Disclosure Notice of Terrorism Insurance Coverage - TRIA24a (08/20) (If the Insured Elects to Decline Terrorism Coverage)

Binding Requirements:

Description
Subject to:
- We Must Receive a Signed Copy of the Attached Disclosure Letter Indicating that TRIA Coverage Has Been Accepted or Declined

Schedule of Covered Storage Tanks

Insured's Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
Siler Yard Operation Maintenance 1142 Siler Road, Santa Fe, NM 87504	1	10,000	UST	03/12/1996
Siler Yard Operation Maintenance 1142 Siler Road, Santa Fe, NM 87504	2	10,000	UST	03/12/1996
Siler Yard Operation Maintenance 1142 Siler Road, Santa Fe, NM 87504	3	10,000	UST	03/12/1996
Transit 2931 Rufina St Santa Fe, NM 87507	1	440	AST	07/01/2020
Transit 2931 Rufina St Santa Fe, NM 87507	2	240	AST	07/01/2020
Transit 2931 Rufina St Santa Fe, NM 87507	3	120	AST	07/01/2020
Transit 2931 Rufina St Santa Fe, NM 87507	4	120	AST	07/01/2020
Transit 2931 Rufina St Santa Fe, NM 87507	5	120	AST	07/01/2020
Transit 2931 Rufina St Santa Fe, NM 87507	6	120	AST	07/01/2020
Buckman Direct Diversion 341 Caja Del Rio Rd. Santa Fe, New Mexico 87506	1	285	AST	7/1/2020
Buckman Direct Diversion 341 Caja Del Rio Rd. Santa Fe, New Mexico 87506	2	285	AST	7/1/2020
Buckman Direct Diversion 341 Caja Del Rio Rd. Santa Fe, New Mexico 87506	3	300	AST	7/1/2020
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	1	1,500	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 1	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 2	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 3	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 4	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 5	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 6	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum 7	1,050	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum Day #1	500	AST	7/1/2024
Canyon Road Water Treatment Plant, 1780 Canyon Road, Santa Fe, NM 87501	Alum Day #2	500	AST	7/1/2024
High Summit Pump House, 1209 Summit Dr, Santa Fe, NM 87501	1	500	AST	7/1/2024

MRC Marty Sanchez Golf Course, 205 Caja del Rio Road, Santa Fe, NM	1	500	AST	7/1/2024
NW Quad Pump Station, 1048 Camino de Los Montoya's, Santa Fe NM 87506	1	1,500	AST	7/1/2024
Santa Fe Police Department, 2515 Camiho Entrada, Santa Fe, NM	1	800	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	1	500	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	2	500	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	3	500	AST	7/1/2024
WWMD, 73 Paseo Road, Santa Fe, NM 87507	4	500	AST	7/1/2024

Excess Workers' Compensation

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Safety National Casualty Corporation	Safety National Casualty Corporation
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Annual Payment	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$381,936.00	$417,683.00
Exposure / TIV	$104,927,533 - Total Payroll	$114,748,029
Rate	0.3640	0.3640
TRIA	Included	Included
Minimum Type	Minimum Premium	Minimum Premium
Minimum Amount / Description	$343,742.00	$375,915
Estimated Cost	**$381,936.00**	**$417,683.00**

States
States Covered: NM
States Excluded: OH, ND, WA, WY
Extraterritorial Jurisdictions:

Standard Coverages	Expiring	Proposed
Specific Limit	Statutory	Statutory
Employers Liability Limit - Per Occurrence	$1,000,000 - Per Occurrence	$1,000,000

Deductibles/SIR	Expiring	Proposed
Self-Insured Retention - Police/Firefighters	$750,000	$750,000
Self-Insured Retention - Per Employee	$1,000,000	$1,000,000
Self-Insured Retention - All Other	$600,000	$600,000

Endorsements (including but not limited to)
Voluntary Compensation Endorsement-Premium Delineation - 0291 00 0708 (XWC)
Foreign Voluntary Workers' Compensation and Employers' Liability - 0293 00 0906 (XWC)
Blanket Waiver of Subrogation - 0456 00 0113 (XWC)
Self-Insured Retention Per Occurrence - 1864 18 0718 (XWC)
Self-Insured Retention Per Occurrence - 0556 02 0108 (XWC)
Self-Insured Retention Per Occurrence - Police Officers & Drivers - 0557 00 1092 (XWC)
Terrorism Risk Insurance Program Reauthorization Act Endorsement - 6000 00 0121 (XWC)

Exclusions (including but not limited to)
Owners or Officers

Exclusions (including but not limited to)
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract

Subject to Audit: Physical

Auditable Exposures:

State	Class Code	Description	Expiring Rate per $100	Expiring Exposure	Rate per $100	Exposure
NM		Workers Compensation			$0.364	$114,748,029

Binding Requirements:

Description
Subject to: - Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding.

Property – SFUAD Primary (Non-Hab) – Lexington

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Lexington Insurance Company	Lexington Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$110,182.00	$102,500.00
- NM SL Tax	$3,308.77	$3,078.08
Exposure / TIV	$80,784,550	$80,784,550 - TIV
TRIA	Declined	$10,250.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	35.00%	35%
Estimated Cost	**$113,490.77**	**$105,578.08**

Standard Coverages	Expiring	Proposed
Property Limit: Buildings, Personal Property and Building Ordinance Coverage A	$2,500,000 Part of $5,000,000 Excess of $5,000,000 Per Occurrence	$2,500,000 Part of $5,000,000
Sub-Limits of Liability: The Sub-Limits of Liability Stated in This Policy are Per Occurrence Unless Otherwise Indicated :		
Named Storm	$10,000,000 for all Covered Loss or Damage Arising out of Named Storm	$10,000,000 for all Covered Loss or Damage Arising out of Named Storm
Equipment Breakdown	$5,000,000 for all Covered Loss or Damage from Equipment Breakdown	$5,000,000 for all Covered Loss or Damage from Equipment Breakdown

Additional Coverages	Expiring	Proposed
Sub-Limits of Liability: The Sub-Limits of Liability Stated in This Policy are Per Occurrence Unless Otherwise Indicated :		
Ingress & Egress	Not Covered	5 Days, Subject to a Maximum Sub-Limit Of not Covered and a Distance Limitation of 1 Mile
Interruption by Civil or Military Authority	Not Covered	A Distance Limitation of 1 Mile
Accounts Receivable	$100,000	$100,000
Debris Removal	25.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sub-Limit of $250,000	25.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sub-Limit of $250,000
Demolition And Increased Cost of Construction		

Additional Coverages	Expiring	Proposed
Demolition Coverage A	$10,000,000	$10,000,000
Demolition Coverage B	$5,000,000	$5,000,000
Demolition Coverage C	$5,000,000	$5,000,000
Electronic Data and Media	$50,000	$50,000
Errors or Omissions	$250,000, Except as Respects Earth Movement, Flood, And Named Storm	$250,000, Except as Respects Earth Movement, Flood, And Named Storm
Expediting Expenses	$250,000	$250,000
Fine Arts	$10,000 Per Item Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$10,000 Per Item Subject to a Maximum Sub-Limit of $50,000 Per Occurrence
Fire Brigade Charges And Extinguishing Expenses	$50,000	$50,000
Leasehold Interest (including Leasehold Improvements & Betterments)	$100,000	$100,000
Limited Pollution Coverage	$50,000 Annual Aggregate	$50,000 Annual Aggregate
Miscellaneous Unnamed Locations	$250,000, Except as Respects Earth Movement, Flood, and Named Storm	$250,000, Except as Respects Earth Movement, Flood, and Named Storm
New Construction and Additions	$100,000, Except as Respects Earth Movement, Flood, And Named Storm	$100,000, Except as Respects Earth Movement, Flood, And Named Storm
Newly Acquired Property	$250,000, Except as Respects Earth Movement, Flood, And Named Storm	$250,000, Except as Respects Earth Movement, Flood, And Named Storm
Outdoor Property	$50,000	$50,000
Pairs or Sets	$100,000	$100,000
Professional Fees	$50,000	$50,000
Property Removed from Insured Locations	$100,000	$100,000
Service Interruption	$250,000	$250,000
Spoilage	$50,000	$50,000
Transit	$50,000 Per Conveyance Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$50,000 Per Conveyance Subject to a Maximum Sub-Limit of $50,000 Per Occurrence
Valuable Papers and Records	$50,000	$50,000
Ordinary Payroll	30 days	30 days

Deductibles/SIR	Expiring	Proposed
Deductible: Policy Deductible	$100,000 Applicable to all Covered Loss or Damage Unless Otherwise Stated Below or in This Policy	$100,000 Applicable to all Covered Loss or Damage Unless Otherwise Stated Below or in This Policy
Deductible: Named Storm - Subject to a Minimum of	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section)	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section)
Deductible: High Hazard Hail:		

Deductibles/SIR	Expiring	Proposed
Deductible: - All Covered Loss or Damage Arising out of Hail in Hail Zone 1	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damage	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damage
Deductible: -- Subject to a Minimum of	$100,000 any One Occurrence	$100,000 any One Occurrence
Deductible: - All Covered Loss or Damage Arising out of Hail in Hail Zone 2	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage
Deductible: -- Subject to a Minimum of	$100,000 any One Occurrence	$100,000 any One Occurrence
Deductible: Equipment Breakdown : Property Damage and Time Element Combined Deductible: All Covered Loss or Damage from Equipment Breakdown	$100,000	$100,000
Deductible: Service Interruption	48 Hours	48 Hours
Deductible: Named Storm : All Covered Loss or Damage Arising out of Named Storm in a Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands) :	Subject to a Minimum of $100,000 any One Occurrence	Subject to a Minimum of $100,000 any One Occurrence

Valuations	Expiring	Proposed
Replacement Cost	Applies	Applies

Coinsurance	Expiring	Proposed
Coinsurance	Nil	Nil

Endorsements (including but not limited to)
Federal Share Of Compensation Under Tria And Cap On Losses Endorsement - 125595 03/20
Cancellation - Additional Provisions - PR8300 12/07
High Hazard Hail Zones Definition Amendatory Endorsement - LX138089 1/23
Riot Strike Or Civil Commotion Amended Definition Endt - LX138151 8/23

Exclusions (including but not limited to)
Domestic Terrorism Coverage W Exclusion For Intl Terrorism And NBCR Endorsement - LX138033 5/24
Air Supported Structures Exclusion Endorsement - LX137974 03/20
Grain Elevator Exclusion Endorsement - LX137982 03/20
(1) Dams, Dikes And Levees And (2) Fill Beneath Any Buildings Or Structures Exclusion Endorsement - LX137978 03/20
Property Cyber And Data Exclusion - LMA5401 11/19
Extortion Ransomware Exclusion - LX138119 9/22
Digital Assets And Digital Operations Exclusion - LX138115 6/22
NBCR Exclusion With Coverage For Radioactive Contamination Endorsement - LX138111 3/23
Confiscation Expropriation Nationalization Exclusion - LX138138 3/23

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Named Storm and Equipment Breakdown, and Excluding Flood and Earth Movement

Binding Requirements:

Description
Subject to:
- No Deterioration of Loss Record Prior to Policy Effective Date - Signed TRIA (Needed to Bind) - Signed SOV (Needed to Bind)

Property - SFUAD Primary Landmark (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Landmark American Insurance Company	Landmark American Insurance Company
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$133,295.00	$125,200.00
NM Surplus Line Tax	$4,002.85	$3,759.76
Exposure / TIV	$80,784,550	$80,784,550
TRIA	Rejected	$125,200.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25.00%	25%
Estimated Cost	**$137,297.85**	**$128,959.76**

Standard Coverages	Expiring	Proposed
Property Limit: Buildings, Personal Property and Building Ordinance Coverage A	$5,000,000 Part of $10,000,000 Per Occurrence	$5,000,000 Part of $10,000,000 Per Occurrence

Deductibles/SIR	Expiring	Proposed
Deductible - All Other Peril	$100,000 Per Occurrence (Property Damage), Except	$100,000 Per Occurrence (Property Damage), Except
Deductible - Windstorm or Hail - High Hazard Hail		
Deductible -- Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damage	3.00% Per Location	3.00% Per Location
Deductible --- Subject to a Minimum: For all Covered Loss or Damage Arising out of Hail in Hail Zone 1 - any One Occurrence	$100,000 Per Occurrence (Property Damage)	$100,000 Per Occurrence (Property Damage)
Deductible -- Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage	1% Per Building	1% Per Building
Deductible --- Subject to a Minimum: For all Covered Loss or Damage Arising out of Hail in Hail Zone 2 - any One Occurrence	$100,000 Per Occurrence (Property Damage)	$100,000 Per Occurrence (Property Damage)
Deductible - Equipment Breakdown		

Deductibles/SIR	Expiring	Proposed
Deductible -- Property Damage and Time Element Combined Deductible: For all Covered Loss or Damage from Equipment Breakdown	$100,000	$100,000

Valuations	Expiring	Proposed
Replacement Cost	Applies	Applies
Other	Per Lead	Per Lead

Endorsements (including but not limited to)
Warranty Coverage Form

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Asbestos Exclusion
Cyber, Electronic Data and Systems Exclusion
Exclusion - Marijuana
Exclusion And Limited Additional Coverage For Fungus
Exclusion of Pathogenic or Poisonous Biological or Chemical Materials
Exclusion of Terrorism

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Binding Requirements:

Description
Subject To
Insured's Decision to Accept or Reject TRIA (Needed to Bind)
Signed SOV (Needed to Bind)

Primary Property – SFUAD Kinsale (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 - 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Kinsale Insurance Company	Kinsale Insurance Company
A.M. Best Rating	A XIV	A XIV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Premium is 100% Minimum and Deposit	Premium is 100% Minimum and Deposit

Premium & Exposures	Expiring	Proposed
Premium	$22,790.00	$20,000.00
NM SL Tax	$684.38	$611.11
- Company Fee	$350.00	$350.00
Exposure / TIV	$80,784,550	$80,784,550 - TIV
TRIA	$1,250.00	$1,100.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	25.00%	25%
Estimated Cost	**$23,824.38**	**$20,961.11**

Standard Coverages	Expiring	Proposed
Limits	$2,500,000 Part of $5,000,000 Excess of $5,000,000 Per Occurrence	$2,500,000 Part of $5,000,000 Excess of $5,000,000 Per Occurrence

Deductibles/SIR	Expiring	Proposed
Deductible: Deductible	As per underlying policy	As per underlying policy
Deductible: All Other Peril	$100,000	$100,000
Deductible: Named Storm - Subject to a Minimum of		$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section)
Deductible: High Hazard Hail :	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damage	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss Or Damage
Deductible: - Subject to a Minimum of		$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Hail in Hail Zone 1
Deductible: All Covered Loss or Damage Arising out of Hail in Hail Zone 2 :	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage	1% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or Damage
Deductible: - Subject to a Minimum of		$100,000 any One Occurrence
Deductible: Equipment Breakdown: Property Damage and Time Element Combined Deductible		$100,000 for all Covered Loss or Damage from Equipment Breakdown

Valuations	Expiring	Proposed
Replacement Cost		Property Damage

Endorsements (including but not limited to)
Excess Property Insurance Policy Declarations - XPF1000-1224
Notice - Where To Report A Claim - PRP9003-0524
Schedule Of Forms - ADF4001-0110
Excess Property Follow Form Policy Schedule Of Underlying Insurance - XPF1001-0921
Excess Property Policy - XPF0001-0922
Signature Endorsement - ADF9004-0110
U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders - ADF9009-0110
Minimum Earned Premium Endorsement - PRP2002-1221
Occurrence Limit Of Liability Endorsement - Scheduled - XPF2008-1124

Exclusions (including but not limited to)
Exclusion - Terrorism - ADF3002-0110
Exclusion Of Certified Acts Of Terrorism - IL0953-0115
Exclusion - Earth Movement (Defined) - XPF3006-0720
Exclusion- Flood (Defined) - XPF3008-0720
Exclusion - Boiler And Machinery - XPF3029-0623
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) - XPF3030-0324

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Binding Requirements:

Description
Subject to:
- Signed TRIA (Needed to Bind)
- Signed SOV (Needed to Bind)

Excess Property – SFUAD Endurance (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 – 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Endurance American Specialty Ins Co	Endurance American Specialty Ins Co
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due Upon Receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$39,350.00	$37,383.00
NM SL Tax	$1,181.68	$1,122.61
Exposure / TIV	$80,784,550	TIV : $80,784,550
TRIA	Rejected	$3,738.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	50.00%	25%
Estimated Cost	**$40,531.68**	**$38,505.61**

Standard Coverages	Expiring	Proposed
Limit of Liability	$5,000,000 part of $10,000,000 Per Occurrence excess of $10,000,000 Per Occurrence	$5,000,000 part of $10,000,000 Per Occurrence excess of $10,000,000 Per Occurrence

Additional Coverages	Expiring	Proposed
Sub-limits	Per Primary Lead Carrier	Per Primary Lead Carrier

Deductibles/SIR	Expiring	Proposed
Deductible : AOP	$100,000	$100,000
Deductible - High Hazard Hail :		
- Deductible : for all covered loss or damage arising out of Hail in Hail Zone 1	3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence	3.00% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence
- Deductible : for all covered loss or damage arising out of Hail in Hail Zone 2.	3% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence	1% of Total Insurable Values at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence
Deductible : Equipment Breakdown - Property Damage and Time Element Combined Deductible	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown

Valuations	Expiring	Proposed
Replacement Cost		Property

Endorsements (including but not limited to)
SN - New Mexico - SN 9030 0914 NM
U. S. Treasury Department's Office of Foreign Assets Control (OFAC)- PN 0001 0721
Common Policy Declarations - SIL DS 001 0220
Forms And Endorsements Schedule - ECP 0101 0508
Disclosure Pursuant To The Terrorism Risk Insurance Act - IL 1214 1220
Cap On Losses From Certified Acts Of Terrorism - IL 1204 0115
Excess Property Form (Follow Form) (Subject To Review And Approval Of Primary Policy) - ECP 0223 0523
Occurrence Limit Of Liability Endorsement - ECP 1324A 1220
Amendment Of Cancellation Endorsement - ECP 1329 0316
Loss Adjustment Endorsement - ECP 1301 0616
Notice Of Loss - ECP 1302 0214
Service Of Suit Endorsement - ECP 1307 0316
Actual Total Loss And Constructive Total Loss Earned Premium Condition - ECP 0684 0123
Signature Page - IL 1008 0114

Exclusions (including but not limited to)
Flood Exclusion - ECP 0504 0715
Earthquake Exclusion - ECP 0512 1115
Absolute Pollution Exclusion - ECP 0501 0606
Asbestos Exclusion - ECP 0502 0606
Absolute Mold Exclusion - ECP 0505 0606
Exclusion For Certain Computer Related Losses - ECP 0509 0416
War And Military Action, Terrorism, And Nuclear, Biological Or Chemical Exclusion - ECP 0507 0606
Cosmetic Roof Damage Exclusion - ECP 0513 0123
Communicable Disease Exclusion - ECP 0519 0817
Post-Loss Assignment Exclusion - ECP 0676 1021
Pre-Existing Damages Exclusion - ECP 0520 1017

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Binding Requirements:

Description
Subject To : - Signed TRIA (Needed to Bind) / Signed Terrorism Disclosure Form and Surplus Lines Letter prior to binding - Signed SOV (Needed to Bind)

Other Significant Terms and Conditions/Restrictions:

Description
Covering: Buildings, Personal Property and Building Ordinance Coverage A
Cancellation: Cancellation term is 30 days. Term is 10 days for reasons of non payment
Utilities must be maintained on, including electricity and water. Sprinklers must be active/operational. , Vacant buildings must be locked and secured. Subject to 24/7 security on site.

Excess Property – SFUAD Arch (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 – 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Arch Specialty Insurance Company	Arch Specialty Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due Upon Receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$39,350.00	$33,729.00
NM SL Tax	$1,181.68	$1,012.88
Exposure / TIV	$80,784,550	$80,784,550 - TIV
TRIA	$1,968.00	$1,687.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	50.00%	25%
Estimated Cost	**$40,531.68**	**$34,741.88**

Standard Coverages	Expiring	Proposed
Property Limit: Buildings, Personal Property and Building Ordinance Coverage A	$5,000,000 Part of $10,000,000 Excess of $10,000,000 Per Occurrence	$5,000,000 Part of $10,000,000 Excess of $10,000,000 Per Occurrence
Named Storm - All Covered Loss or Damage Arising out of Named Storm	$100,000 AOP	$5,000,000
Equipment Breakdown	$5,000,000 for all Covered Loss or Damage from Equipment Breakdown	$5,000,000 for all Covered Loss or Damage from Equipment Breakdown

Additional Coverages	Expiring	Proposed
Sub-Limits of Liability: Sub-Limits are Part of and not in Addition to the 100% Program Limit Shown Above and are Per Occurrence Unless Otherwise Indicated :		
Accounts Receivable	$100,000	$100,000
Debris Removal	25.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sub-Limit of $250,000	25.00% of Covered Direct Physical Loss or Damage Payable for all Insured Property, Subject to a Maximum Sub-Limit of $250,000
Demolition and Increased Cost of Construction		
Demolition Coverage a	$20,000,000	$20,000,000
Demolition Coverage B	$5,000,000	$5,000,000
Demolition Coverage C	$5,000,000	$5,000,000
Electronic Data and Media	$50,000	$50,000

Additional Coverages	Expiring	Proposed
Errors or Omissions	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered
Expediting Expenses	$250,000	$250,000
Fine Arts	$10,000 Per Item Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$10,000 Per Item Subject to a Maximum Sub-Limit of $50,000 Per Occurrence
Fire Brigade Charges and Extinguishing Expenses	$50,000	$50,000
Leasehold Interest (Including Leasehold Improvements & Betterments)	$100,000	$100,000
Limited Pollution Coverage	$50,000 Annual Aggregate	$50,000 Annual Aggregate
Miscellaneous Unnamed Locations	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered
New Construction and Additions	$100,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered. In no Event Will the Company Pay More than not Covered for Soft Costs.	$100,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered. In no Event Will the Company Pay More than not Covered for Soft Costs.
Newly Acquired Property	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered	$250,000, Except as Respects Earth Movement, Flood, And Named Storm, Where the Sub-Limit is not Covered
Outdoor Property	$50,000	$50,000
Pairs or Sets	$100,000	$100,000
Professional Fees	$50,000	$50,000
Property Removed from Insured Locations	$100,000	$100,000
Service Interruption	$250,000	$250,000
Spoilage	$50,000	$50,000
Transit	$50,000 Per Conveyance Subject to a Maximum Sub-Limit of $50,000 Per Occurrence	$50,000 Per Conveyance Subject to a Maximum Sub-Limit of $50,000 Per Occurrence
Valuable Papers and Records	$50,000	$50,000
Ordinary Payroll	30 Days	30 Days

Deductibles/SIR	Expiring	Proposed
Deductible: AOP	$100,000 Applicable to all Covered Loss or Damage Unless otherwise stated below or in this Policy	$100,000 Applicable to all Covered Loss or Damage Unless otherwise stated below or in this Policy
Deductible: Named Storm - Subject to a Minimum of	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section).	$100,000 any One Occurrence for all Covered Loss or Damage Arising out of Named Storm (Other than as Set Forth in This Named Storm Deductible Section).

Deductibles/SIR	Expiring	Proposed
Deductible: - All Covered Loss or Damage Arising out of Hail in Hail Zone 1	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or damage	3.00% of Total Insurable Values at the Time of the Loss at Each Insured Location Involved in the Loss or damage
Deductible: -- Subject to a Minimum Of	$100,000 any One Occurrence	$100,000 any One Occurrence
Deductible: - All Covered Loss or Damage Arising out of Hail in Hail Zone 2	1% of Total Insurable Values at the Time of the Loss	1% of Total Insurable Values at the Time of the Loss
Deductible: -- Subject to a Minimum Of	$100,000 any one Occurrence	$100,000 any one Occurrence
Deductible: Equipment Breakdown : Property Damage and Time Element Combined Deductible:	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown
Deductible: Service Interruption	48 Hours	48 Hours

Valuations	Expiring	Proposed
Replacement Cost	Real and Business Personal Property	Real and Business Personal Property

Endorsements (including but not limited to)
New Mexico Commercial Property Declarations (ASIC) - 00 EXP0078 00 03 24
Schedule Of Forms And Endorsements - 00 ML0065 00 06 07
Signature Page (Arch Specialty) - 00 EXP0125 00 06 06
Minimum Earned Premium Clause - Percentage - 00 EXP0225 00 03 21
Common Policy Conditions - 06 CP0002 00 03 08
Choice Of Law, Consent To Jurisdiction, Limitation Of Actions And Service Of Suit - 00 ML0325 00 03 23
Claims Handling Procedures (Arch Specialty Ins. Co.) - 00 EXP0091 00 11 03
Appraisal - 00 EXP0009 00 11 14
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") - 00 ML0012 00 01 03
Occurrence Limit Of Liability Endorsement - 06 EXP0001 32 08 16
Asbestos Material Removal Limitation - 00 EXP0187 00 11 14
Priority Of Payments - With Location Limitation - 00 EXP0189 00 02 15
Excess Physical Damage Schedule - 00 EXP0004 00 08 15
Excess Property Following Form Coverage Part - 00 EXP0003 00 08 14

Exclusions (including but not limited to)
Total Terrorism Exclusion - 06 ML0002 00 12 14
Exclusion And Limited Additional Coverage For Fungus - 00 EXP0184 00 11 14
Electronic Data Loss Or Damage - Exclusion - 06 EXPS001 00 08 18
Authorities Exclusion - 00 EXP0132 00 11 14
Exclusion Of Loss Due To Virus Or Bacteria - 00 PRP0042 00 06 15
Pollution And Contamination Exclusion Endorsement - 00 EXP0192 00 03 15
Pre-Existing Damage Exclusion - 00 EXP0190 00 02 15

Binding Requirements:

Description
Subject to:

Binding Requirements:

Description
- Signed TRIA (Needed to Bind)
- Signed SOV (Needed to Bind) / Receipt of Signed Statement of Values from Insured - Due 30 Days from Binding

Excess Property – SFUAD Homeland (Non-Hab)

Carrier Information	*Expiring*	*Proposed*
Policy Term	7/1/2024 – 7/1/2025	7/1/2025 - 7/1/2026
Carrier	Homeland Insurance Company of New York	Homeland Insurance Company of New York
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Payment Due Upon Receipt	Payment Due Upon Receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	$98,500.00	$92,500.00
NM SL Tax	$2,957.96	$2,777.78
Exposure / TIV	$80,784,550	$80,784,550
TRIA	$10,000.00	$10,000.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	35.00%	35.00%
Estimated Cost	**$101,457.96**	**$95,277.78**

Standard Coverages	Expiring	Proposed
Property Limit: Buildings and Personal Property	$56,985,276 Excess of $20,000,000 Per Occurrence	$60,784,550 Excess of $20,000,000 Per Occurrence

Deductibles/SIR	Expiring	Proposed
All Covered Perils	$100,000 AOP	$100,000 AOP
Windstorm or Hail - First Tier - at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage	3% of TIV Per Location	3% of TIV Per Location
Windstorm or Hail - Second Tier - at the time of the loss at each Insured Location involved in the loss or damage, subject to a minimum of $100,000 any one Occurrence for all covered loss or damage	1% of TIV Per Location	1% of TIV Per Location
Equipment Breakdown: Property Damage and Time Element Combined Deductible:	$100,000 for all covered loss or damage from Equipment Breakdown	$100,000 for all covered loss or damage from Equipment Breakdown

Endorsements (including but not limited to)
Excess Property Policy Declarations OBSP 100 04 16
Excess Property Policy – Following Form OBSP 001 01 23
Excess Property Conditions OBSP 002 04 16
Additional Interests Endorsement OBSP 241 04 16
Aluminum Wiring Coverage Limitation OBSP 234 04 16
Claim Reporting Options PHN 049 OBSP 04 16
Equipment Breakdown Endorsement OBSP 211 04 16
Loss Occurrence Limit of Liability – Reported Value OBSP 204 04 20
Ordinance or Law Coverage Endorsement OBSP 228 12 23
Permission to Add Locations OBSP 238 04 16
Protective Safeguards Endorsement OBSP 207 03 19
Service of Suit Endorsement OB IL 001 10 15
U.S. Treasury OFAC Advisory Notice IL P 001 01 04
Policyholder Disclosure Notice of Terrorism Insurance PHN 001 IL 12 20
Policyholder Disclosure Notice of Terrorism Insurance Coverage (If Terrorism Insurance Coverage is Rejected) PHN 002 IL 12 20
Required state amendatory endorsements and notices

Exclusions (including but not limited to)
Exclusion of Certified Acts of Terrorism (If Terrorism Insurance Coverage is Rejected) OBSP 219 09 15
EIFS Limitation (Water Damage, Windstorm and Hail Exclusion) OBSP 262 06 22

Perils Covered:

Type	*Description*
Special Form Perils	All Risk Including Equipment Breakdown and Excluding Flood and Earth Movement

Other Significant Terms and Conditions/Restrictions:

Description

2025-2026 Premium Summary

The estimated program cost for the recommended program/options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED	DIFFERENCE
Property Including & Equipment Breakdown	Premium Taxes **Estimated Cost** **TIV**	$500,000.00 $15,015.00 **$$515,015.00** $432,895,424	$507,000.00 $15,225.21 **$522,225.21** $483,557,020	$100,000,000 Limit $100k Deductible 6% decrease in rate 8% increase in TIV
Excess Property	Premium **Estimated Cost**	$100,000.00 **$100,000.00**	$98,680.00 **$98,680.00**	
Business Auto including Physical Damage & Inland Marine	Premium **Estimated Cost**	$218,556.00 **$218,556.00**	$175,135.00 **$175,135.00**	Auto PD ONLY
Excess Liability including Law Enforcement	Premium Taxes **Estimated Cost** $3mm limit $1,5mm SIR	$2,235,000.00 $67,117.05 **$2,302,117.05**	$1,946,569.00 $63,605.62 **$2,010,174.62** $3mm limit $1mm SIR	Gemini/Lexington option
Fiduciary Liability	Premium **Estimated Cost**	$13,200.00 **$13,200.00**	$11,300.00 **$11,300.00**	
Storage Tank Liability	Premium **Estimated Cost**	$14,265.00 **$14,265.00**	$14,643.00 **$14,643.00**	

EXCESS LIABILITY OPTIONS:

Gemini Insurance Company (AM Best: A+ XV)

$3M excess of a $1.5M SIR: $2,443,746 including all NM SLT & Fees, (contemplates a 6% premium increase year over year)

$3M excess of $1M SIR: $1,236,036 including all NM SLT & Fees, without Law Enforcement; Lexington $3M excess of $1M SIR: $774,138 (LE)

Obsidian Specialty Insurance Company (AM Best: A- VII): figures below contemplate a $1M SIR which is $500,000 lower than last year

$5M excess of a $1M SIR: $2,575,075 including all NM SLT & Fees, with TRIA (contemplates an 11% premium increase year over year)

$4M excess of a $1M SIR: $2,214,564 including all NM SLT & Fees, with TRIA (contemplates a 4% premium decrease year over year)

$3M excess of a $1M SIR: $1,802,552 including all NM SLT & Fees, with TRIA (contemplates a 21% premium decrease year over year)

The estimated program cost for the recommended program/options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM	RENEWAL	DIFFERENCE
Excess Workers' Compensation **Safety National**	Premium **Estimated Cost** Payroll Rate Retention	$381,936.00 **$381,936.00** $104,927,533 .364 Police/Fire: $750K Wildland: $1,000,000 All others: $600K	$417,683.00 **$417,683.00** $114,748,029 .364 Police/Fire: $750K Wildland: $1,000,000 All others: $600K	**9.3% increase due to payroll; rate flat**
Aviation Liability[2]	Premium **Estimated Cost**	$18,130.00 **$18,130.00**	$14,164.00 **$14,164.00**	
Pollution Legal Liability (city properties)	Premium Taxes **Estimated Cost**	$155,900.00 $4,681.68 **$160,581.68**	$134,000.00 $4,384.53 **$138,384.53**	
Santa Fe Solid Waste Pollution Liability Including General Liability	Premium Taxes **Estimated Cost**	$55,500.00 $1,666.67 **$57,166.67**	$54,645.00 2,000.00 **$56,645.00**	
Inland Marine - Fine Arts[1]	Premium **Estimated Cost**	$5,870.00 **$5,870.00**	$5,870.00 **$5,870.00**	
Cyber Liability **Cowbell 2M w/100K SIR**	Premium Taxes **Estimated Cost**	$79,178.00 3,201.74 **$82,379.74**	$60,339.00 $2,036.00 **$62,975.00**	
Crime	Premium **Estimated Cost**	$8,065.00 **$8,065.00**	$8,065.00 **$8,065.00**	
Property - SFUAD	Premium Taxes **Estimated Cost**	$479,807.00 $15,078.00 **$494,885.00**	$411,312.00 $12,712.00 **$424,024.21**	**Habitational building removed due to demolition**
Total Premium		**$4,372,167.14**	**$3,959,968.57**	**-9.43% DECREASE based on options chosen**

[1]Coverage for Fine Arts for ALL locations owned and operated by City; Deductible $1,000 and $5,000 for outdoor sculptures.
[2]The autos and equipment that maintain the airport tarmac, runways etc. are excluded. Covered under Aviation policy

CYBER OPTIONS:
Cowbell options: (incumbent)
5M w/100K DED for $117,693.29

Resilience options
2M w/100K SIR for $66,436.94

5M w/100K SIR for $111,243.24

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **ACE American Insurance Company** is valid until **7/1/2025**

Quote from **Safety National Casualty Corporation** is valid until **7/1/2025**

Quote from **Starr Indemnity & Liability Company** is valid until **7/1/2025**

Quote from **Evanston Insurance Company** is valid until **7/12/2025**

Quote from **Gemini Insurance Company** is valid until **7/1/2025**

Quote from **Palomar Excess and Surplus Insurance Company** is valid until **7/8/2025**

Quote from **Endurance American Specialty Ins Co** is valid until **7/1/2025**

Quote from **National Union Fire Insurance Company of Pittsburgh PA** is valid until **5/1/2025**

Quote from **Landmark American Insurance Company** is valid until **7/1/2025**

Quote from **Mitsui Sumitomo Insurance Co of America** is valid until **7/1/2025**

Quote from **National Union Fire Insurance Company of Pittsburgh PA** is valid until **7/1/2025**

Quote from **StarNet Insurance Company** is valid until **7/1/2025**

Quote from **Arch Specialty Insurance Company** is valid until **7/1/2025**

Quote from **AIG Specialty Insurance Company** is valid until **7/1/2025**

Quote from **Kinsale Insurance Company** is valid until **7/1/2025**

Quote from **Lexington Insurance Company** is valid until **7/1/2025**

Quote from **Hanover Insurance Company** is valid until **7/18/2025**

Quote from **ACE Property & Casualty Insurance Co** is valid until **7/1/2025**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

Storage Tank Liability

Excess Workers' Compensation

Airport Liability

Pollution Legal Liability

Excess Liability

Cyber Liability

Excess Property

Crime

Property - SFUAD

Fiduciary Liability

Fine Art

Property

Auto PD $10mm limit with CE

Inland Marine

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

Carrier / Payable Carrier	Line Of Coverage	Payment Schedule	Payment Method
ACE American Insurance Company	Storage Tank Liability	Payment due upon receipt	Agency Bill
Safety National Casualty Corporation	Excess Workers' Compensation	Payment due upon receipt	Agency Bill
Starr Indemnity & Liability Company	Airport Liability	Payment due upon receipt	Agency Bill
ACE Property & Casualty Insurance Co	Airport Liability	Payment due upon receipt	Agency Bill
Evanston Insurance Company	Environmental Liability	Payment due upon receipt	Agency Bill
Gemini Insurance Company	Excess Liability	Payment due upon receipt	Agency Bill
Palomar Excess and Surplus Insurance Company	Cyber Liability	Payment due upon receipt	Agency Bill
Endurance American Specialty Ins Co	Property - SFUAD	Payment due upon receipt	Agency Bill
National Union Fire Insurance Company of Pittsburgh PA	Crime	Payment due upon receipt	Agency Bill
Landmark American Insurance Company	Property - SFUAD	Payment due upon receipt	Agency Bill
Mitsui Sumitomo Insurance Co of America	Excess Property	Payment due upon receipt	Agency Bill
StarNet Insurance Company	Fine Art	Payment due upon receipt	Agency Bill
Arch Specialty Insurance Company	Property - SFUAD	Payment due upon receipt	Agency Bill
AIG Specialty Insurance Company	Property	Payment due upon receipt	Agency Bill
Kinsale Insurance Company	Property - SFUAD	Payment due upon receipt	
Lexington Insurance Company	Property - SFUAD	Payment due upon receipt	Agency Bill
Hanover Insurance Company	Auto PD & Inland Marine	Payment due upon receipt	Agency Bill

Proposal Disclosures

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither

you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Client Signature Requirements

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Terrorism

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/23/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ Accept ☐ Reject	**Property - $522,225.71** AIG Specialty Insurance Company
☐ Accept ☐ Reject	**TRIA - Property**
☐ Accept ☐ Reject	**Excess Property – 98,680** Mitsui Sumitomo Insurance Co of America
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Auto PD & Inland Marine - $175,135** Hanover Insurance Company - $175,135
☐ Accept ☐ Reject	**TRIA - Auto PD & Inland Marine**
☐ Accept ☐ Reject ☐ Accept ☐ Reject ☐ Accept ☐ Reject ☐ Accept ☐ Reject ☐ Accept ☐ Reject	**Excess Liability - $2,010,174.62** (**RECOMMEND**) Gemini Insurance Company - $2,443,746.18 Gemini Insurance Company & Lexington - $2,010,174 Obsidian Specialty - $1,802,552 Obsidian Specialty - $2,214,561 Obsidian Specialty - $2,575,075
☐ Accept ☐ Reject	**TRIA - Excess Liability**
☐ Accept ☐ Reject	**Fiduciary Liability - $11,300** National Union Fire Insurance Company of Pittsburgh PA
☐ Accept ☐ Reject	**TRIA - Fiduciary Liability**
☐ Accept ☐ Reject	**Storage Tank Liability - $14,643** ACE American Insurance Company
☐ Accept ☐ Reject	**TRIA - Storage Tank Liability**
☐ Accept ☐ Reject	**Excess Workers' Compensation - $417,683** Safety National Casualty Corporation
Included*	**TRIA - Workers' Compensation**

☐ **Accept** ☐ **Reject** ☐ Option # 1	**Airport Liability - $14,164 (RECOMMEND – will offer 2 year**) Starr Indemnity & Liability Company
☐ Option # 2	ACE Property & Casualty Insurance Co - $12,064 (will offer 3-year option)
☐ **Accept** ☐ **Reject**	**TRIA - Airport Liability**
☐ **Accept** ☐ **Reject**	**Environmental Liability (City) - $138,384.53** Evanston Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Environmental Liability**
☐ **Accept** ☐ **Reject**	**Environmental Liability SFSWMA- $56,645** Evanston Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Environmental Liability**
☐ **Accept** ☐ **Reject**	**Fine Art - $5,870** StarNet Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Fine Art**
☐ **Accept** ☐ **Reject**	**Cyber Liability - $62,975.00** Palomar Excess and Surplus Insurance Company - $62,975.00 (**RECOMMEND**)
☐ **Accept** ☐ **Reject**	Palomar Excess and Surplus Insurance Company - $117,693.29
☐ **Accept** ☐ **Reject**	Resilience - $66,436.94
☐ **Accept** ☐ **Reject**	Resilience - $111,243.24
☐ **Accept** ☐ **Reject**	**Crime - $8,065** National Union Fire Insurance Company of Pittsburgh PA
☐ **Accept** ☐ **Reject**	**TRIA - Crime**
☐ **Accept** ☐ **Reject**	**Property – SFUAD Primary (Non-Hab) – Lexington - $105,578.08** Lexington Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Property**
☐ **Accept** ☐ **Reject**	**Property - SFUAD Primary Landmark (Non-Hab) - $128,959.76** Landmark American Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Property**
☐ **Accept** ☐ **Reject**	**Property – SFUAD Primary Kinsale (Non-Hab) - $20,961.11** Kinsale Insurance Company
☐ **Accept** ☐ **Reject**	**TRIA - Excess Property**

☐ Accept ☐ Reject	**Excess Property – SFUAD Endurance (Non-Hab) - $38,505.61** Endurance American Specialty Ins Co
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Excess Property – SFUAD Arch (Non-Hab) - $34,741.88** Arch Specialty Insurance Company
☐ Accept ☐ Reject	**TRIA - Excess Property**
☐ Accept ☐ Reject	**Excess Property – SFUAD Homeland (Non-Hab) - $95,277.78** Homeland Insurance Company of New York
☐ Accept ☐ Reject	**TRIA - Excess Property**

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

☐ Terrorism

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Coverage Amendments and Notes:

_____

_____

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct

and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

Appendix

Compensation Disclosure Schedule

Client Name: City of Santa Fe

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name[1]	Est. Annual Premium[2]	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Storage Tank Liability	ACE American Insurance Company	N/A	$14,643.00	0%
Excess Workers' Compensation	Safety National Casualty Corporation	N/A	$417,683.00	0%
Airport Liability	Starr Indemnity & Liability Company	N/A	$14,164.00	0%
Airport Liability	ACE Property & Casualty Insurance Co	N/A	$36,192.00	0%
Environmental Liability	Evanston Insurance Company	Risk Placement Services	$138,384.53	0%
Excess Liability	Gemini Insurance Company	Risk Placement Services	$2,443,746.18	0%
Cyber Liability	Palomar Excess and Surplus Insurance Company	Risk Placement Services	$77,000.92	0%
Property - SFUAD	Endurance American Specialty Ins Co	Brown and Riding Insurance Services, Inc.	$38,505.61	0%
Crime	National Union Fire Insurance Company of Pittsburgh PA	N/A	$8,065.00	0%
Property - SFUAD	Landmark American Insurance Company	Brown and Riding Insurance	$128,959.76	0%
Excess Property	Mitsui Sumitomo Insurance Co of America	AmWINS Group Inc.	$98,680.00	0%
Fiduciary Liability	National Union Fire Insurance Company of Pittsburgh PA	N/A	$11,300.00	0%
Fine Art	StarNet Insurance Company	Huntington T. Block Insurance Agency, Inc.	$5,870.00	0%

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name[1]	Est. Annual Premium[2]	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Property - SFUAD	Arch Specialty Insurance Company	Brown and Riding Insurance Services, Inc.	$34,741.88	0%
Property	AIG Specialty Insurance Company	N/A	$522,225.21	0%
Property - SFUAD	Kinsale Insurance Company	Brown and Riding Insurance Services, Inc.	$20,961.11	0%
Property - SFUAD	Lexington Insurance Company	Brown and Riding Insurance Services, Inc.	$105,578.08	0%
Auto PD & Inland Marine	Hanover Insurance Company	N/A	$175,135.00	0%

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health**: 15-25%
- **Aviation**: 14-15%
- **All Other Commercial**: 10-20%
- **Bonds/Surety**: 30-35%
- **Builders Risk**: 15-18%
- **Casualty**: 14-15%
- **Commercial Auto**: 12.5-15%
- **Inland Marine**: 20-22.5%
- **Ocean Marine**: 15-17.5%
- **Package / Business Owners Package**: 15-16.8%
- **Executive and Professional Liability**: 12-16.5%
- **Property**: 15-22%
- **Workers Compensation**: 8-11%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Fiduciary Liability	*Report To:*
Insurer: National Union Fire Insurance Company of Pittsburgh PA Policy Term: 07/01/2025 To 07/01/2026	Insurer/ TPA Name: National Union Fire Insurance Company of Pittsburgh PA Phone: 888-602-5246 Fax: 866-277-1750 Email: c-Claim@AIG.com Web: https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims

Coverage(s): Storage Tank Liability	*Report To:*
Insurer: ACE American Insurance Company Policy Term: 07/01/2025 to 07/01/2026	Insurer/TPA Name: ACE American Insurance Company Phone: Fax: (866) 635-5687 , First Notice Fax: (800) 951-4119 Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com

Coverage(s): Airport Liability	*Report To:*
Insurer: Starr Indemnity & Liability Company Policy Term: 07/01/2025 to 07/01/2026	Insurer/TPA Name: Starr Indemnity & Liability Company Phone: For Hull Claims: Jeffrey Greenawalt : Cell: (214) 223-0202 For Liability Claims: Christopher Watkins - Cell: (404)-476-9853 ,Office (404) 736-2991 Fax: Email: AviationClaimReports@starrcompanies.com

Coverage(s): Fine Arts	*Report To:*
Insurer: StarNet Insurance Company Policy Term: 07/01/2025 To 07/01/2026	Insurer/TPA Name: StarNet Insurance Company Phone: 866-499-5239 Fax: Email: claims@berkley-tech.com Web: https://www.berkley-tech.com/claims/

Coverage(s): Crime	Report To:
Insurer: National Union Fire Insurance Company of Pittsburgh PA Policy Term: 07/01/2025 To 07/01/2026	Insurer/ TPA Name: National Union Fire Insurance Company of Pittsburgh PA Phone: Fax: 866-277-1750 Email: c-Claim@AIG.com

Coverage(s): Excess Liability	Report To:
Insurer: Gemini Insurance Company Policy Term: 07/01/2025 To 07/01/2026	Insurer/ TPA Name: Gemini Insurance Company Phone: 866-915-7478 Fax: 402-492-8352 Email: claims@vela-ins.com Web: https://www.vela-ins.com/claims

Coverage(s): Excess Property	Report To:
Insurer: Mitsui Sumitomo Insurance Company of America Policy Term: 07/01/2025 To 07/01/2026	Insurer/ TPA Name: Mitsui Sumitomo Insurance Company of America Phone: 866-676-6872 Fax: (866) 329-6766 Email: NewLoss@msigusa.com Web: http://www.msigusa.com/claims/report-a-claim/

Coverage(s): Property Including B&M	Report To:
Insurer: AIG Specialty Insurance Company Policy Term: 07/01/2025 To 07/01/2026	Insurer/ TPA Name: AIG Specialty Insurance Company Phone: 877-399-6442 Fax: Email: newloss-usproperty&energy@aig.com Web: https://www.aig.com/business/business-claims

Coverage(s): Automobile & Inland Marine	Report To:
Insurer: Hanover Insurance Company Policy Term: 07/01/2025 To 07/01/2026	Insurer/ TPA Name: Hanover Insurance Company Phone: 800-628-0250; Platinum Holders: 800-799-6977 Fax: 800-399-4734 Email: firstreport@hanover.com Web: https://www.hanover.com/claims.html

Coverage(s): Property	*Report To:*
Insurer:AIG Specialty Insurance Company Policy Term: 07/01/2024 To 07/01/2025	Insurer/ TPA Name: AIG Specialty Insurance Company Phone: 877-399-6442 Fax: Email: newloss-usproperty&energy@aig.com Web: https://www.aig.com/business/business-claims

Reporting to Gallagher or Assistance in Reporting

Coverage(s):	*Report To:*
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

Gallagher CORE360

Gallagher **CORE360**® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Gallagher

Insurance | Risk Management | Consulting

Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).

© 2023 Arthur J. Gallagher & Co. All rights reserved.
GGB43790

Gallagher | eRiskHub®

Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to https://eriskhub.com/gallagher
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

Gallagher

Insurance | Risk Management | Consulting

ajg.com **The Gallagher Way.** Since 1927.

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.
Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).
© 2023 Arthur J. Gallagher & Co. GP41579

Gallagher

Insurance | Risk Management | Consulting



Benefits and HR Consulting to Support Diverse Workforces and Organizational Wellbeing

Your organization's success is powered by your people. When you partner with Gallagher's Benefits & HR Consulting team, we deliver a comprehensive approach to benefits, compensation, retirement, and employee communication that aligns your people strategy with your overall business goals. Let our consultants help you build a workplace that works better, so you can face the future with confidence.

Gain strategic insights through:

Gallagher Better Works℠ Insights
Expand your perspective on trending HR and benefits topics.

Workforce Trends Report Series
Access benchmarking data and insights from thousands of employers.

Best-In-Class Benchmarking Analysis
Find out how best-of-the-best employers build a better workplace.

Access innovative resources at your fingertips.

We provide the tools and experience to deliver actionable insights to your organization.

- Compliance resources
- HR and benefits technology trends
- Workforce evaluation
- Organizational wellbeing polls
- Data warehousing and insights
- Industry-specific resources

Health & Benefits

- Compliance Consulting
- Employee Benefits Consulting
- Pharmacy Benefit Management Consulting
- Small Business Consulting
- Voluntary Benefits Consulting

Financial & Retirement Services

- Executive Life & Benefits
- Investment Consulting
- Retirement Plan Consulting

Human Resources & Compensation

- Communication Consulting
- Compensation and Rewards Consulting
- Data & Research
- Human Resources Consulting
- HR Technology Consulting
- Multinational Benefits & HR Consulting
- Executive Search & Leadership Advisors

FACTS AND FIGURES*

7,500+
Benefits & HR Consulting employees worldwide

300+
Benefits & HR Consulting offices worldwide

90+
Countries with client Benefits & HR Consulting capabilities

Specialized experience in:

- Energy
- Equity M&A
- Healthcare
- Hospitality and Restaurant
- Nonprofit
- Public Sector and K-12 Education
- Religious

*Gallagher Benefit Services, Inc.

Gallagher
Better Works℠

Gallagher Better Works℠ Builds a Better Workplace

Gallagher Better Works℠ is a holistic approach to attracting, engaging, and retaining the talent you need to help your organization grow. We work with you to develop benefits and HR programs at the right cost to optimize your annual talent investment, mitigate organizational risk, and build a wellbeing-centric culture that allows your people to thrive. Best of all, you'll be able to face the future with confidence, having gained a competitive advantage from a workplace that simply works better.

Physical & Emotional Wellbeing Solutions

- Legislative compliance guidance
- Employee health plan design and total rewards
- Pharmacy benefit plan design, RFP, and cost optimization
- Voluntary benefit plan design, employee education, and enrollment solutions
- Small business and emerging markets benefits and compensation



Career Wellbeing Solutions

- Internal employee experience communications
- Total rewards consulting
- Internal employee surveys and external stakeholder research
- Human resources policy, management, and strategy
- HR technology strategy, sourcing, implementation, and optimization
- Global benefits and HR strategy, and duty of care
- Talent search, organizational strategy, and leadership development

Financial Wellbeing Solutions

- Executive planning strategies for attracting, retaining, and rewarding key talent
- Fiduciary and institutional investment consulting to optimize plan assets for improved retirement outcomes
- Retirement plan design, fiduciary compliance, employee financial wellbeing education, coaching, and planning

Organizational Wellbeing Outcomes

- Unique workplace culture
- Improved employee retention
- Robust recruiting efforts
- Reduced organizational risk
- Enhanced employee experience



Gallagher Fiduciary Advisors, LLC ("GFA") is an SEC Registered Investment Advisor that provides retirement, investment advisory, discretionary/named and independent fiduciary services. **GFA** is a limited liability company with Gallagher Benefit Services, Inc. as its single member. **GFA** may pay referral fees or other remuneration to employees of AJG or its affiliates or to independent contractors; such payments do not change our fee. Neither Arthur J. Gallagher & Co., **GFA**, their affiliates nor representatives provide accounting, legal or tax advice.

Securities may be offered through **Triad Advisors, LLC ("Triad"),** member FINRA/SIPC. **Triad** is separately owned and other entities and/or marketing names, products or services referenced here are independent of **Triad**. Neither **Triad** nor their affiliates provide accounting, legal or tax advice. **GFA/Triad** CD (6469110)(exp032026).

Gallagher money coaching services are provided in partnership with Your Money Line® and, as such, users will be required to contract directly with Your Money Line for certain services. Your Money Line is not affiliated with Gallagher companies but Gallagher companies may receive referral fees from Your Money Line under this partnership.

AJG.com

For institutional use only. Not for public distribution.

© 2024 Arthur J. Gallagher & Co. All rights reserved. CRPUS46389

Gallagher

Insurance | Risk Management | Consulting



Business Continuity and Resilience

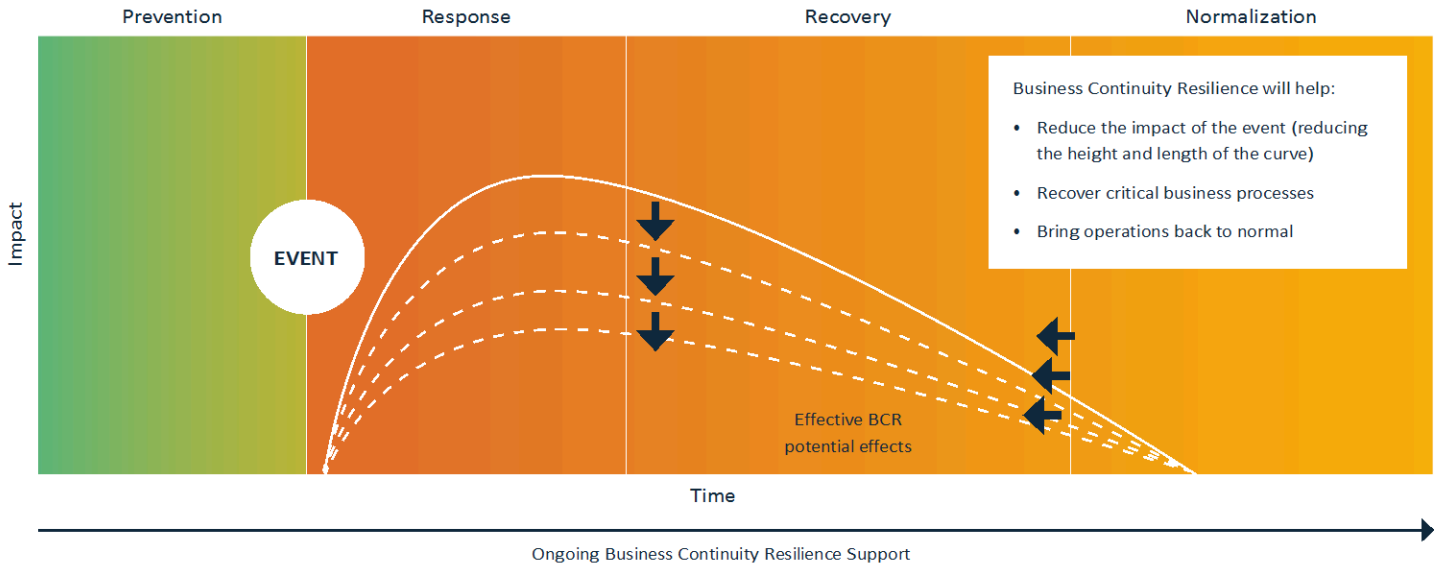
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- Supply Chain Disruptions
- Cyber Attacks
- Employee Misconduct
- Changing Regulatory Requirements
- Climate Change
- Geo-Political Unrest
- Digitization

Any of these risks could quickly escalate into a crisis and threaten your business. Without adequate planning and preparation, even a seemingly minor incident has the potential to escalate, and impact operations, brand reputation and financial results.

In light of the current market volatility and range of challenges, insurance companies are increasingly requiring organizations to have a Business Continuity Plan in place to demonstrate their resilience and readiness to respond and recover critical business operations. Resiliency planning will ensure you can identify, assess and manage risks and vulnerabilities of any kind, being more prepared to reduce the impact of an event. Having a plan in place builds confidence among key stakeholders such as employees, regulators, customers, investors, insurers and the public.

As a trusted partner and advisor, Gallagher's Business Continuity and Resilience Practice works with organizations in virtually every industry vertical. We offer tailor made solutions to assess your level of business resilience, develop custom plans for improvement, and then embed them into the organization through training programs. Additionally, we offer a free Resilience Ready assessment that enables you to assess your business's resilience score and pinpoint potential areas for future improvement.



Gallagher Offers A Variety Of Business Continuity And Resilience Service Offerings

Business Continuity

"All Hazard" business continuity plans reduce the operational impact of an incident by directly targeting the recovery of an organization's value drivers — business processes that directly drive revenue and reputation. This enables an organization to recover more efficiently and effectively following a major business disruption or crisis. No matter the extent of your resources and infrastructure for business continuity, we are here to support your organization by offering planning guidance and training tailored to your specific needs.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations, and financial results and provide the overarching framework for all response and recovery activities within the organization.

Crisis Communications

Crisis communication plans communicate promptly, accurately, and confidently to all stakeholders during an incident or actual crisis and enable businesses to better coordinate internal and external global communications with media, employees, regulators, customers, investors, and the public at large.

Supply Chain

Supply chain risk management plans help assess and manage third-party risks and vulnerabilities to ensure that products and services continue to be delivered both during and following major disruptions.

Leaders Where It Counts

Gallagher was founded on a culture of service and a common interest doing what's in our clients' best interest. We understand the importance of leading with value-based decisions and exemplifying an overall commitment to integrity.

Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our client's legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.
Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).
© 2024 Arthur J. Gallagher & Co. | GGBUS100628

Gallagher | Insight

A Next Generation Engagement Solution

Gallagher Insight is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests



Insight can be accessed from any electronic device using a secure ID and password to login.



The Gallagher Way.
Since 1927.

ajg.com

Gallagher
Insurance | Risk Management | Consulting

© 2018 Arthur J. Gallagher & Co. GGB28849A

Contractual Risk Compliance

Gallagher
Insurance | Risk Management | Consulting

Gallagher | Verify℠

Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**℠ ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

*Tier 2 model.

Gallagher CORE360®



Learn More About CORE360®

Gallagher Verify is part of Gallagher **CORE**360, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

The Gallagher Way.
Since 1927.

ajg.com

The information contained herein is offered as insurance Industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete Insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services provided by Arthur J. Gallagher Risk Management Services, LLC. (License Nos. 100292093 and/or 0D69293).

© 2023 Arthur J. Gallagher & Co.
1023931865

Gallagher

Gallagher

Insurance | Risk Management | Consulting

Executive Summary for City of Santa Fe

The City of Santa Fe has had a comprehensive risk financing program for decades. The key to the program was a "package" excess insurance program underwritten by the Travelers Insurance company designed for municipal risks. Travelers did not offer renewal to the City in 2024/25. Last year, the City successfully transitioned to an excess program utilizing multiple carriers for different lines of coverage. This year the City is renewing with individual companies for the lines of coverage required to protect the assets and liabilities of a full-service city.

The following summary is intended to highlight the more substantive components of the renewal only.

1. **Property and Equipment Breakdown**

   The renewal proposes a Policy with a $100,000,000 limit by AIG with a deductible of $100,000 and an Excess Policy of an additional $100,000,000 (Mitsui). This year we negotiated a rate deduction of 6% for both policies.

2. **General and Law Enforcement Liability**

   The current structure: Gemini (Berkley) provides a $3,000,000 limit with a $1,500,000 retention. We have secured an option for the renewal which provides a cost effective $3,000,000 limit with a $1,000,000 retention from Gemini (Berkley) and a separate policy from Lexington for Law Enforcement with a $3,000,000 limit and $1,000,000 retention. This structure provides more coverage, superior retention and a reduced premium.

3. **Automobile Liability, Physical Damage and Contractors Equipment**

   Hanover is offering renewal on the Automobile Physical Damage Only policy with comprehensive and collision coverage at a $25,000 deductible. By carefully evaluating the vehicles and equipment to be covered we were able to negotiate a significant decrease of premium of $43,000.

Finally, the total premium for the 2025/2026 year is **$3,959,969** as compared to **$4,372,167** in 2024/2025 for a decrease of **$412,188** (9%). This is the second year the City has seen a decrease in premiums.

© 2025 Arthur J. Gallagher & Co.

CITY OF SANTA FE

The Purchasing Memo

Date: June 11, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director
RW (Jun 11, 2025 13:08 MDT)
Sam Burnett, Facilities Division Director
JOHN BURNETT (Jun 11, 2025 13:03 MDT)

Subject: Amendment #1 to Contract for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

Vendor Name: Paradise Power Company, Inc.

Vendor Number: 9115

ACTION:
Request for Approval of Amendment No. 1 to General Services Contract Item No. 24-0715 with Paradise Power Company, Inc. for Implementation of the Balanced Resources Acquisition and Information Network (BRAIN) to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:
The original FY25 Munis Contract Number is 3250276.

BACKGROUND AND SUMMARY:
The City received a $550,000 EMNRD grid modernization grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) which 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 support optimization of building controls, energy generation resources and future storage resources.

In December 2024, the Governing Body approved both the grant and the agreement with Paradise Power Company (PPC) to install the BRAIN. The grid modernization grant agreement is being amended to extend the term from June 30, 2025, to June 30, 2026, and so the agreement with PPC is also being amended to extend the term to June 30, 2026. The grant amount of $550,000, which remains unchanged, will cover a majority of the costs associated with this project, with additional funds, in the amount of $39,730.06, provided by the Facilities Division FY25 operating budget to complete the project.

Implementation of the BRAIN is expected to be completed by September 30, 2025, with 120 days of essential maintenance following project sign-off.

ATTACHMENTS:
Amendment No. 1 to General Services Contract Item No. 24-0715
Original Contract Packet
Statewide Price Agreement #50-00000-25-00049

PRIOR 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

$39,730.06 in funding from Facilities Division
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is NMSA 1978, Section 13-1-129, Statewide Price Agreement #50-00000-25-00049, which expires on April 30, 2026.

Chief Procurement Officer (CPO)/Designee: _____ Date: 06/23/2025
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☒ Yes | ☐ No
Approval: _____ Title: Director, ITT Date: 06/12/2025
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: JOHN BURNETT (Jun 11, 2025 13:03 MDT)

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: State of New Mexico, Energy, Minerals and Natural Resources Department
Approval: ERIKA LUJAN Title: Grants Manager Date: 06/12/2025
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number PWD2532021
Approval: Josie Bolden Title: Controller Date: 06/12/2025
Comment/Exceptions: _____

Item#_____
Munis Contract# 3250276
Original Contract Item# 24-0715
SWPA #: 20-00000-21-00029

CITY OF SANTA FE
AMENDMENT No. 1 TO
General Services Contract
ITEM# 24-0715

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated 12/15/2024 (the "Contract"), between the City of Santa Fe (the "City") and Paradise Power Company, 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 implementation of the Balanced Resource Acquisition and Information Network (BRAIN).

B. Pursuant to Article 7 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 Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2026.** 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.

2. OBJ

Article 1 of the Contract is hereby amended to add the following paragraph:

B: Contractor shall complete the Project Milestones in Exhibit A, Attachment 1, on the

following schedule. These deadlines may be extended in writing at the discretion of the City's Director of Public Works or Facilities Director upon Contractor's written request showing good cause.

Milestone	**Completion Date**
Milestone 1—Project Kickoff	Completed
Milestone 2—Billing Data Correlation and API Portal Data Assessment	Completed
Milestone 3—Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration	May 30, 2025
Milestone 4—API/Real-time Electric Usage Integration	June 27, 2025
Milestone 5—Alerting and Reporting / Real-time Electric Data Validation	July 31, 2025
Milestone 6—Project Sign-off	September 30, 2025

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:_____

CONTRACTOR:
Paradise Power Company, Inc.

Daniel Weinman
_____
DANIEL WEINMAN, PRESIDENT/CEO

DATE: 06/10/2025
NMBTIN:03-082825-00-2

ATTEST:

_____
ANDREA SALAZAR/CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 11, 2025 10:44 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER/FINANCE DIRECTOR

Amend1_PPC

Final Audit Report 2025-06-11

Created:	2025-06-09
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJUFbBLplMSCcJ70XbqGx7FQQ7ZrFaSre

"Amend1_PPC" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-09 - 8:55:07 PM GMT- IP address: 63.232.20.2

Document emailed to Daniel Weinman (dan@ppcsolar.com) for signature
2025-06-09 - 8:55:59 PM GMT

Email viewed by Daniel Weinman (dan@ppcsolar.com)
2025-06-09 - 11:44:40 PM GMT- IP address: 74.125.212.192

Document e-signed by Daniel Weinman (dan@ppcsolar.com)
Signature Date: 2025-06-10 - 2:54:14 PM GMT - Time Source: server- IP address: 209.188.127.13

Document emailed to klnault@santafenm.gov for signature
2025-06-10 - 2:54:18 PM GMT

Email viewed by klnault@santafenm.gov
2025-06-11 - 4:43:42 PM GMT- IP address: 172.59.1.12

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-11 - 4:44:07 PM GMT- IP address: 172.59.1.12

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-11 - 4:44:09 PM GMT - Time Source: server- IP address: 172.59.1.12

Agreement completed.
2025-06-11 - 4:44:09 PM GMT

CITY OF SANTA FE

Date: November 21, 2024

To: Governing Body

From: Caryn Grosse, PMP, Facilities Project Manager III

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (Nov 21, 2024 14:12 MST)
Sam Burnett, Facilities Division Director
JOHN BURNETT (Nov 21, 2024 14:10 MST)

Subject: Contract for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

Vendor Name: Paradise Power Company, Inc.

Munis Vendor Number: 9115

ACTION:
Request for Approval of a General Services Contract with Paradise Power Company, Inc., in the Total Amount of $589,730, Including NMGRT, for Implementation of the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool, with a Term Ending June 30, 2025. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3250276.

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.

Paradise Power Company (PPC) has proposed to install the BRAIN, via Statewide Price Agreement #20-00000-21-00029. The grant amount of $550,000 will cover a majority of the costs associated with this project, with additional funds, in the amount of $39,730.06, provided by Facilities Division to complete the project.

The Facilities Division met with the Vendor and the City's ITT Department to review this application. The ITT Department provided the Facilities Division with their approval for this project to proceed.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

ATTACHMENTS:
General Services Contract
Proposal
Statewide Price Agreement
Certificate of Insurance
Horizons Service List
CPO Determination Email
Department Approval from ITT

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, 20-00000-21-00029, which expires on February 12, 2025.

Chief Procurement Officer (CPS)/Designee: _____ Date: Nov 27, 2024
CPO Comment/Exceptions: NMSA 1978, Section 13-1-129

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

$39,730.06 in funding from Facilities Division
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: Nov 22, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☑ Yes | ☐ No
Approval: Eric Candelaria (Nov 27, 2024 13:46 MST) Date: Nov 27, 2024
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Nov 21, 2024 14:10 MST) ate: _____
Comment/Excepti **Email:** jsburnett@santafenm.gov

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 27, 2024 13:32 MST) Title: Grants Manager Date: Nov 27, 2024
Comment/Exceptions: _____

Anticipated length of project: 7 months

Department Contract Administrator Contact Info: Lisa Kahahane (elkahahane@santafenm.gov)

Item #: 24-0715
Munis Contract #: 3250276
SWPA #: 20-00000-21-00029

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

GridWatch Balanced Resource Acquisition Information Network (BRAIN)

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Paradise Power Company, Inc.** 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:

Implementation of secure, cloud-based, Balanced Resource Acquisition Information Network (BRAIN) to provide a city-wide, city-owned utility monitoring, analysis and reporting solution to assess and consolidate usage data from water, power and renewables into a single-station control center.

3. **Compensation**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed five hundred forty-five thousand one hundred dollars ($545,100.00) for labor and materials

B. Payment. The total compensation under this Agreement shall not exceed five hundred eighty nine thousand seven hundred thirty dollars and six cents ($589,730.06)], 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.

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.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2025.** 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. **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.

1) The City shall give the 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 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 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 General Services Department, Purchasing Division (issuing entity), 20-00000-21-00029 Photovoltaic Systems, and through this language hereby incorporates this agreement by reference and is 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 do 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:

(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) 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.

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:

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.

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:

Caryn Grosse, PMP
Project Administrator Sr
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
clgrosse@santafenm.gov
o 505-955-5938, m 505-795-2471

To the Contractor:

Gary C. Gunthorpe
Business Development Manager
Paradise Power Company, Inc.
245 Paseo Del Canon East
Taos, NM 87571
gary@ppcsolar.com
o 505-395-2244, m 505-681-0141

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:

Gary C. Gunthorpe
Business Development Manager
Paradise Power Company, Inc.
245 Paseo Del Canon East
Taos, NM 87571
gary@ppcsolar.com
o 505-395-2244, m 505-681-0141

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 (Dec 15, 2024 14:09 MST)

ALAN WEBBER, MAYOR

DATE: Dec 15, 2024

CONTRACTOR:
Paradise Power Company, Inc.

Daniel Weinman

DANIEL WEINMAN, PRESIDENT/CEO

DATE: Nov 14, 2024

NMBTIN: 03-082825-00-2

ATTEST:

Andrea Salazar (Dec 15, 2024 08:27 MST)

CITY CLERK

GB MTG 12/11/2024

XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault (Nov 14, 2024 16:17 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A

CITY OF SANTA FE BRAIN PROPOSAL

October 3, 2024

Project Overview:
Paradise Power Company (PPC), based in Taos, NM, features the secure, cloud-based GridWatch LLC Balanced Resource Acquistion Information Network (BRAIN) to address the City of Santa Fe's (CoSF) long-term need for a city-wide, city-owned utility monitoring, analysis, and reporting solution. GridWatch assesses and consolidates usage data from every CoSF facility's water, power, and renewables into an intuitive, single-station control center.

The GridWatch BRAIN allows the CoSF to prioritize energy initiatives and measure and report to constituents, stakeholders, and other government incentivizing agencies.

Pricing and Fees:

GridWatch Implementation Cost: **$545,100.00**

- Implementation costs include labor and material required to accomplish the scope and payment milestones defined in "Attachment 1: City of Santa Fe BRAIN." The BRAIN allows existing systems to pull signals from the existing electric, gas, and water meters. The cost excludes tax, which we assume is billable and allowable.

- ***GridWatch Unlimited Software as a Service (SaaS) Use:*** **$0.00**
  Upon successful implementation, the City of Santa Fe retains the rights to use the BRAIN indefinitely with as many concurrent users it requires.

- ***Annual Maintenance and Services:*** **$0.00** (separate agreement following integration)

  GridWatch provides "Essential" annual maintenance and services to include:
  - "P1-P4" software support and escalation
  - Building additions/removal within the software
  - Administer cloud services
  - BRAIN platform bug fixes and patches

  We propose no cost for Essential maintenance for 120 days following project sign-off. Except as the parties may otherwise agree, retaining Essential annual maintenance is $69,000/year (exclusive of NMGRT) with savings available for longer-term agreements. Note: annual maintenance agreement is required to receive software support, patches, software updates, or software customizations.

PCC Solar Fee: $545,100.00
NM GRT (8.1875%): $44,630.06
Total Price: $589,730.06
The cost includes all applicable NM Statewide Price Agreement retail reductions.

Thank you for your consideration of PPC Solar for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Attachment 1:

CITY OF SANTA FE BRAIN

This proposal includes the following Execution Plan and Project Milestones:

The Balanced Resource Acquisition Information Network (BRAIN) integrates distributed energy resources to visualize utility data, usage and spend by site, department, and specified groups. The BRAIN enhances grid response/resiliency by improving and measuring building system performance/efficiency, optimizing existing building assets, and enabling adaptability of resources to interact with the modern grid.

The milestones below are not considered sequential; milestone efforts can overlap and potentially complete prior to another.

Milestone 1 – Project Kickoff

Conduct Project kickoff with an agenda to include points of contact, initial log-in permissions, approved ENTITY logos, general communication approach, issue escalation and resolution approach, milestone and milestone schedule review, milestone "completion state" alignment, and other administrative project management topics as identified.

Completion State: Project Kickoff meeting conducted.

Milestone 2 – Billing Data Correlation and API Portal Data Assessment

Billing Data Correlation: Query and identify facility information necessary for appropriate BRAIN functionality. Information to identify includes but not limited to:

Building / Facility Name	Existing Facility/Equipment Monitoring Software
Building / Facility Organization/Dept.	Issue notification methodology
Physical and Billing Address	Utility Providers (all)
Own, Lease, or Other (Status)	Utility Bills (historical thru current)
Current Facility Energy Assets	Facility Accounts (all)
Existing Controls if Applicable	Mechanical system

API Portal Data Assessment: Determine data available through each API's portal. Potential portals can include mechanical systems, solar systems, EV charger systems, and others.

Completion State: Facility information collected for each building and API available portal data known from each portal source.

Milestone 3 – Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration

Applying information identified during Milestone 2, specific tasks and BRAIN functionality created for Milestone 3 include:

- Create "Landing Page" with standard BRAIN "Widgets." ENTITY branding applied.
- Create "Public Interface Page" with standard BRAIN content, accessible to public without Login.

- Complete "Facility Mapping" (note: a facility can consist of multiple buildings and/or multiple meters), representing each facility on a map, along with appropriate standard "group" icon. Facility map includes standard BRAIN widgets/icons.
- Complete "Facility Grouping" – categorize each facility into a collection of like-type facilities (all police facilities become a "group," for example). Must appropriately define and assign groups.
- Initiate "Facility Dashboards" – each facility receives its own page to include standard BRAIN display and information: overhead (satellite) view of mapped facility; electric, gas, water, and solar usage/spend charts based on historical/most current provided billing data; standard filters; and standard BRAIN widgets. Note, billing data display not functional until completion of Milestone 4 activities below.
- Provide User Access – assumes two permission levels for access: Read Only and Read/Write. Must identify personnel and access level.

Billing Data Processing

Specific tasks and BRAIN functionality for Milestone 3 include:

- Provide utility bill upload automation and user training to manage and upload bills without intervention (automate). Work with utility providers to present billing data in a standard BRAIN-configured Excel (.csv) format.
- Display utility spend/usage/historical billing data on each Facility Dashboard.
- Display utility spend/usage/historical billing data for each group.
- Create "Facility Information" standard file structure allowing ENTITY to post files associated with an individual facility.
- Provide "Facility Comparison" standard functionality, allowing energy consumption comparison between buildings in the same group.
- Create "Data Export" report capability – standard PDF file summarizing utility spend/usage by group or facility.
- Provide "Building Performance" – measurements based on DOE calculations.
- Provide "Building Systems" – display existing systems for each facility to ease navigation

Completion State: Observe and confirm Milestone 3 functionality.

Milestone 4 – API/Real-time Electric Usage Integration

Specific tasks and BRAIN functionality and eGauge installation includes:

- BRAIN pulls appropriate data from each existing API portal and incorporates into current BRAIN configuration to analyze and display (no custom programming).
- Supply and install at main breaker eGauge core meter/data logger/server with necessary routing hardware (up to eight hardware installations). GridWatch procures equipment warrantees; PPC performs eGauge hardware installation.

Milestone 4 assumes:

- City of Santa Fe provides all Third-Party Consents for PPC/GW to log in to City of Santa Fe third-party software (API) providers. City of Santa Fe will also facilitate and/or allow direct communication from PPC/GW to third-party software (API) providers if needed.
- PPC/GW granted full access to all Client Data from relevant third party (API) vendors.

Completion State: Observe and confirm software functionality for APIs described above and eGauge hardware installed.

Milestone 5 – Alerting and Reporting / Real-time Electric Data Validation

Specific tasks and BRAIN functionality for Milestone 6 include:

- Provide an alert via standard icon on the Alert Map and Facility Table with alert management.
- Provide "Basic" alerts based on analysis of historical usage data against a ENTITY-provided threshold.
- Provide "Advanced" alerts from APIs based on email notifications originating from capable and available third-party software.
- Onboard eGauge data to BRAIN and integrate to support data reporting

Completion State: Observe and confirm BRAIN functionality described above.

Milestone 6 – Project Sign-off

Specific tasks and BRAIN functionality for Milestone 7 include:

- Formal event validating all functionality described in Milestones 1-6 above.

Completion State: Observe and concur integration complete.

Additional Contribution

- One eGauge core meter/data logger/server unit and installation at main facility breaker
- One Dell 75 4K interactive touch monitor or equivalent and installation (unless City must install its own office equipment)

Assumption/Exclusions:

1. GridWatch assumes the data provided for the BRAIN is accurate as provided
2. Any efforts in addition to those described in Attachment 1
3. Liability for existing controls and equipment
4. Startup and commissioning existing third-party controls and/or equipment
5. Permits or performance and/or payment bonds; priced separately if/when required
6. Hardware procurement and/or installation except as described
7.

Payment Milestones:	**PRICE**	**NMGRT**	**TOTAL PRICE**
Project Kickoff	$143,750.00	$11,769.53	$155,519.53
Billing Data Correlation and API Portal Data Assessment	$86,250.00	$7,061.72	$93,311.72
Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration	$115,000.00	$9,415.63	$124,415.63
API/Real-time Electric Usage Integration	$149,500.00	$12,240.31	$161,740.31
Alerting and Reporting / Real-time Electric Data Validation	$39,100.00	$3,201.31	$42,301.31
Project Sign-off (withhold)	$11,500.00	$941.56	$12,441.56
TOTAL	**$545,100.00**	**$44,630.06**	**$589,730.06**

GS Software Contract_ParadisePowerCo_CityFac_BRAIN_Final CAO with Exhibit A

Final Audit Report 2024-11-14

Created:	2024-11-14
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq343-p2XO7ANqkgzuDGF2CYYRFBVtfpw

"GS Software Contract_ParadisePowerCo_CityFac_BRAIN_Final CAO with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-14 - 6:34:09 PM GMT- IP address: 63.232.20.2

Document emailed to Daniel Weinman (dan@ppcsolar.com) for signature
2024-11-14 - 6:34:52 PM GMT

Email viewed by Daniel Weinman (dan@ppcsolar.com)
2024-11-14 - 11:06:09 PM GMT- IP address: 66.249.80.100

Document e-signed by Daniel Weinman (dan@ppcsolar.com)
Signature Date: 2024-11-14 - 11:08:07 PM GMT - Time Source: server- IP address: 209.188.127.13

Document emailed to klnault@santafenm.gov for signature
2024-11-14 - 11:08:08 PM GMT

Email viewed by klnault@santafenm.gov
2024-11-14 - 11:16:37 PM GMT- IP address: 174.231.22.244

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-11-14 - 11:17:08 PM GMT- IP address: 174.231.22.244

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-11-14 - 11:17:10 PM GMT - Time Source: server- IP address: 174.231.22.244

Agreement completed.
2024-11-14 - 11:17:10 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE BRAIN PROPOSAL

October 3, 2024

Project Overview:
Paradise Power Company (PPC), based in Taos, NM, features the secure, cloud-based GridWatch LLC Balanced Resource Acquistion Information Network (BRAIN) to address the City of Santa Fe's (CoSF) long-term need for a city-wide, city-owned utility monitoring, analysis, and reporting solution. GridWatch assesses and consolidates usage data from every CoSF facility's water, power, and renewables into an intuitive, single-station control center.

The GridWatch BRAIN allows the CoSF to prioritize energy initiatives and measure and report to constituents, stakeholders, and other government incentivizing agencies.

Pricing and Fees:

GridWatch Implementation Cost: **$545,100.00**

- Implementation costs include labor and material required to accomplish the scope and payment milestones defined in "Attachment 1: City of Santa Fe BRAIN." The BRAIN allows existing systems to pull signals from the existing electric, gas, and water meters. The cost excludes tax, which we assume is billable and allowable.

- ***GridWatch Unlimited Software as a Service (SaaS) Use:*** **$0.00**
  Upon successful implementation, the City of Santa Fe retains the rights to use the BRAIN indefinitely with as many concurrent users it requires.

- ***Annual Maintenance and Services:*** **$0.00** (separate agreement following integration)

  GridWatch provides "Essential" annual maintenance and services to include:
  - "P1-P4" software support and escalation
  - Building additions/removal within the software
  - Administer cloud services
  - BRAIN platform bug fixes and patches

  We propose no cost for Essential maintenance for 120 days following project sign-off. Except as the parties may otherwise agree, retaining Essential annual maintenance is $69,000/year (exclusive of NMGRT) with savings available for longer-term agreements. Note: annual maintenance agreement is required to receive software support, patches, software updates, or software customizations.

PCC Solar Fee: $545,100.00
NM GRT (8.1875%): $44,630.06
Total Price: $589,730.06
The cost includes all applicable NM Statewide Price Agreement retail reductions.

Thank you for your consideration of PPC Solar for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Attachment 1:

CITY OF SANTA FE BRAIN

This proposal includes the following Execution Plan and Project Milestones:

The Balanced Resource Acquisition Information Network (BRAIN) integrates distributed energy resources to visualize utility data, usage and spend by site, department, and specified groups. The BRAIN enhances grid response/resiliency by improving and measuring building system performance/efficiency, optimizing existing building assets, and enabling adaptability of resources to interact with the modern grid.

The milestones below are not considered sequential; milestone efforts can overlap and potentially complete prior to another.

Milestone 1 – Project Kickoff

Conduct Project kickoff with an agenda to include points of contact, initial log-in permissions, approved ENTITY logos, general communication approach, issue escalation and resolution approach, milestone and milestone schedule review, milestone "completion state" alignment, and other administrative project management topics as identified.

Completion State: Project Kickoff meeting conducted.

Milestone 2 – Billing Data Correlation and API Portal Data Assessment

Billing Data Correlation: Query and identify facility information necessary for appropriate BRAIN functionality. Information to identify includes but not limited to:

Building / Facility Name	Existing Facility/Equipment Monitoring Software
Building / Facility Organization/Dept.	Issue notification methodology
Physical and Billing Address	Utility Providers (all)
Own, Lease, or Other (Status)	Utility Bills (historical thru current)
Current Facility Energy Assets	Facility Accounts (all)
Existing Controls if Applicable	Mechanical system

API Portal Data Assessment: Determine data available through each API's portal. Potential portals can include mechanical systems, solar systems, EV charger systems, and others.

Completion State: Facility information collected for each building and API available portal data known from each portal source.

Milestone 3 – Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration

Applying information identified during Milestone 2, specific tasks and BRAIN functionality created for Milestone 3 include:

- Create "Landing Page" with standard BRAIN "Widgets." ENTITY branding applied.
- Create "Public Interface Page" with standard BRAIN content, accessible to public without Login.

- Complete "Facility Mapping" (note: a facility can consist of multiple buildings and/or multiple meters), representing each facility on a map, along with appropriate standard "group" icon. Facility map includes standard BRAIN widgets/icons.
- Complete "Facility Grouping" – categorize each facility into a collection of like-type facilities (all police facilities become a "group," for example). Must appropriately define and assign groups.
- Initiate "Facility Dashboards" – each facility receives its own page to include standard BRAIN display and information: overhead (satellite) view of mapped facility; electric, gas, water, and solar usage/spend charts based on historical/most current provided billing data; standard filters; and standard BRAIN widgets. Note, billing data display not functional until completion of Milestone 4 activities below.
- Provide User Access – assumes two permission levels for access: Read Only and Read/Write. Must identify personnel and access level.

Billing Data Processing

Specific tasks and BRAIN functionality for Milestone 3 include:

- Provide utility bill upload automation and user training to manage and upload bills without intervention (automate). Work with utility providers to present billing data in a standard BRAIN-configured Excel (.csv) format.
- Display utility spend/usage/historical billing data on each Facility Dashboard.
- Display utility spend/usage/historical billing data for each group.
- Create "Facility Information" standard file structure allowing ENTITY to post files associated with an individual facility.
- Provide "Facility Comparison" standard functionality, allowing energy consumption comparison between buildings in the same group.
- Create "Data Export" report capability – standard PDF file summarizing utility spend/usage by group or facility.
- Provide "Building Performance" – measurements based on DOE calculations.
- Provide "Building Systems" – display existing systems for each facility to ease navigation

Completion State: Observe and confirm Milestone 3 functionality.

Milestone 4 – API/Real-time Electric Usage Integration

Specific tasks and BRAIN functionality and eGauge installation includes:

- BRAIN pulls appropriate data from each existing API portal and incorporates into current BRAIN configuration to analyze and display (no custom programming).
- Supply and install at main breaker eGauge core meter/data logger/server with necessary routing hardware (up to eight hardware installations). GridWatch procures equipment warrantees; PPC performs eGauge hardware installation.

Milestone 4 assumes:

- City of Santa Fe provides all Third-Party Consents for PPC/GW to log in to City of Santa Fe third-party software (API) providers. City of Santa Fe will also facilitate and/or allow direct communication from PPC/GW to third-party software (API) providers if needed.
- PPC/GW granted full access to all Client Data from relevant third party (API) vendors.

Completion State: Observe and confirm software functionality for APIs described above and eGauge hardware installed.

Milestone 5 – Alerting and Reporting / Real-time Electric Data Validation

Specific tasks and BRAIN functionality for Milestone 6 include:

- Provide an alert via standard icon on the Alert Map and Facility Table with alert management.
- Provide "Basic" alerts based on analysis of historical usage data against a ENTITY-provided threshold.
- Provide "Advanced" alerts from APIs based on email notifications originating from capable and available third-party software.
- Onboard eGauge data to BRAIN and integrate to support data reporting

Completion State: Observe and confirm BRAIN functionality described above.

Milestone 6 – Project Sign-off

Specific tasks and BRAIN functionality for Milestone 7 include:

- Formal event validating all functionality described in Milestones 1-6 above.

Completion State: Observe and concur integration complete.

Additional Contribution

- One eGauge core meter/data logger/server unit and installation at main facility breaker
- One Dell 75 4K interactive touch monitor or equivalent and installation (unless City must install its own office equipment)

Assumption/Exclusions:

1. GridWatch assumes the data provided for the BRAIN is accurate as provided
2. Any efforts in addition to those described in Attachment 1
3. Liability for existing controls and equipment
4. Startup and commissioning existing third-party controls and/or equipment
5. Permits or performance and/or payment bonds; priced separately if/when required
6. Hardware procurement and/or installation except as described
7.

Payment Milestones:	**PRICE**	**NMGRT**	**TOTAL PRICE**
Project Kickoff	$143,750.00	$11,769.53	$155,519.53
Billing Data Correlation and API Portal Data Assessment	$86,250.00	$7,061.72	$93,311.72
Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration	$115,000.00	$9,415.63	$124,415.63
API/Real-time Electric Usage Integration	$149,500.00	$12,240.31	$161,740.31
Alerting and Reporting / Real-time Electric Data Validation	$39,100.00	$3,201.31	$42,301.31
Project Sign-off (withhold)	$11,500.00	$941.56	$12,441.56
TOTAL	**$545,100.00**	**$44,630.06**	**$589,730.06**

DocuSign Envelope ID: 9CE5A74B-6F7C-4A83-A44E-838D94124335

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: **20-00000-21-00029**

Amendment No.: **Two**

Term: **February 13, 2022 – February 12, 2025**

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: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title: **Photovoltaic (Solar Electric) Systems**

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 February 13, 2024 to February 12, 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: 2/13/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: 9CE5A74B6F7C4A83A44E838D94124335
Status: Completed
Subject: Please DocuSign: SPD SPA
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:
James Ortega
1100 S Saint Francis Dr
Santa Fe, NM 87502
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/9/2024 3:30:25 PM
Holder: James Ortega
james.ortega@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: 164.64.62.10	Sent: 2/9/2024 3:31:27 PM Viewed: 2/13/2024 7:55:17 AM Signed: 2/13/2024 7:55:36 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	JO Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/13/2024 7:55:37 AM Viewed: 2/13/2024 7:56:21 AM Signed: 2/13/2024 7:56:28 AM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
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: 2/13/2024 7:56:29 AM Viewed: 2/13/2024 8:06:24 AM Signed: 2/13/2024 8:06:37 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

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	2/9/2024 3:31:27 PM
Certified Delivered	Security Checked	2/13/2024 8:06:24 AM
Signing Complete	Security Checked	2/13/2024 8:06:37 AM
Completed	Security Checked	2/13/2024 8:06:37 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: D50738E9-DF7C-45F9-BFBB-A4F37B06F852

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: **20-00000-21-00029**

Amendment No.: **One**

Term: **February 13, 2022 – February 12, 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: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@gsd.nm.gov**

Title: **Photovoltaic (Solar Electric) Systems**

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 February 13, 2023 to February 12, 2024 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

Valerie Pauk
State Purchasing Agent

Date: 10/18/2022

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

DocuSign

Certificate Of Completion

Envelope Id: D50738E9DF7C45F9BFBBA4F37B06F852
Status: Completed
Subject: Please DocuSign: 20-00000-21-00029 A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@gsd.nm.gov
IP Address: 67.0.225.0

Record Tracking

Status: Original
10/17/2022 4:06:23 PM
Holder: Clarke Fountain
ClarkeJ.Fountain@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: 164.64.62.10	Sent: 10/17/2022 4:08:48 PM Resent: 10/17/2022 4:27:26 PM Viewed: 10/18/2022 7:34:49 AM Signed: 10/18/2022 7:35:13 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Clarke Fountain clarkej.fountain@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 67.0.225.0	Sent: 10/18/2022 7:35:14 AM Viewed: 10/18/2022 7:41:48 AM Signed: 10/18/2022 7:41:59 AM
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 Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 67.0.221.253	Sent: 10/18/2022 7:42:00 AM Viewed: 10/18/2022 9:08:36 AM Signed: 10/18/2022 9:08:49 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	10/17/2022 4:08:48 PM
Certified Delivered	Security Checked	10/18/2022 9:08:36 AM
Signing Complete	Security Checked	10/18/2022 9:08:49 AM
Completed	Security Checked	10/18/2022 9:08:49 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: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
8 Vendors – Starts on Page 6

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: **20-00000-21-00029**

Payment Terms: **See Page 6**

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

Delivery: **See Page 6**

Procurement Specialist: **Mark Lujan**

Telephone No.: **(505) 795-2516**

Email: **Mark.Lujan@state.nm.us**

Title: **Photovoltaic (Solar Electric) Systems**

Term: **February 13, 2022 thru February 12, 2023**

This Statewide 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: 2/8/2022

Mark Hayden, New Mexico State Purchasing Agent

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

DocuSign Envelope ID: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

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

DocuSign Envelope ID: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

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!*

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)

DocuSign Envelope ID: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

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 in the bid and price agreement specifications.

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

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

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

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

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

DocuSign Envelope ID: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

Awarded Vendors:

(AA) 0000117314
Affordable Solar Group, LLC
dba: Affordable Solar Installations
4840 Pan American E. Fwy NE
Albuquerque, NM 87109
505-944-4220
dylan.connelly@affordable-solar.com
service@affordable-solar.com

Payment Term: **determined by contract**

Delivery: **at job site**

(AB) 0000082606
EverGuard Solar Energy LLC
dba: EverGuard Roofing

512 Veranda Rd NW
Albuquerque, NM 87107
505-242-6511
shaun@evergaurdroofing.com

Payment Term: **Net 30**

Delivery: **512 Veranda Rd NW, Albuquerque, NM 87107**

(AC) 0000134788
Los Ebanistas, Inc.

PO Box 10
Dixon, NM 87527
505-455-8875
mark@sollunasolar.com

Payment Term: **Net 30 (Negotiable)**

Delivery: **FOB Destination Determined Per Project Award Location**

(AD) 0000092230
Osceola Inc.

1300 1st Street NW
Albuquerque, NM 87102
505-850-8863
info@osceolaenergy.com

Payment Term: **Net 30**

Delivery: **Deliver to 1300 1st Street NW, Albuquerque, NM 87102**

(AE) 0000081451
Paradise Power Company Inc.
dba: PPC Solar

Payment Term: **Net 30**

Delivery:

DocuSign Envelope ID: DD2E30CC-E180-4FFA-AEAE-7AA3BF8F552E

245 Paseo Del Canon East
Taos, NM 87571
575-737-5896 x 2002
charlie@ppcsolar.com or dan@ppcsolar.com

(AF) 0000052603
Positive Energy
dba: Positive Energy Solar
3209 Richards Lane
Santa Fe, NM 87507
505-424-1112
clark.simpson@positiveenergysolar.com

Payment Term: **Net30**

Delivery: **3651 Princeton Dr NE, Albuquerque, NM 87107**

(AG) 0000083297
Rio Grande Renewables, LLC
147 Via Oreada
Corrales, NM 87048
505-470-9876
peter@riogranderenewables.com

Payment Term: **Net 30**

Delivery: **To the Project site**

(AH) 0000086365
Solar Smart Living, LLC
PO Box 1377
Santa Teresa, NM 88008
915-400-2995
info@solarsmartliving.com

Payment Term: **Net 30**

Delivery: **As requested**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2025

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: Yolanda Vigil	
Brown & Brown Insurance Services, Inc. 627 Paseo Del Pueblo Sur Taos NM 87571	PHONE (A/C, No, Ext): (575) 758-2247	FAX (A/C, No):
	E-MAIL ADDRESS: Yolanda.Vigil@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Paradise Power Company, Inc., DBA: dba PPC Solar 245 Paseo Del Canon E Taos NM 87571	INSURER A : Donegal Mutual Insurance Company	13692
	INSURER B : New Mexico Assurance Company	13673
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/26 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPT9444249	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000178525	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CXL9444249	06/01/2025	06/01/2026	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		61900.117	06/01/2025	06/01/2026	☒ 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	Leased/Rented Equipment			CPT9444249	06/01/2025	06/01/2026	Leased/Rented Equip	100,000

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

REF: BRAIN Grid Modernization

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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



© 1988-2015 ACORD CORPORATION. All rights reserved.

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

From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.
Cc: GROSSE, CARYN L.; Purchasing DET
Subject: RE: SOW Determination - BRAIN Grid Modernization
Date: Tuesday, October 1, 2024 11:02:34 AM
Attachments: image003.png

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 your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  -IT components - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  -Facilities, Furniture, Fixture, Equipment - 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, 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.

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

More Procurement, less drama ~ John Blair

From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Tuesday, October 1, 2024 10:55 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Subject: SOW Determination - BRAIN Grid Modernization

Good morning,

Facilities Division is requesting a SOW determination for the following:

> Implementation of secure, cloud-based, Balanced Resource Acquisition Information Network (BRAIN) to provide a city-wide, city-owned utility monitoring, analysis and reporting solution to assess and consolidate usage data from water, power and renewables into a single-station control center, using GridWatch Software as a Service (SaaS).

Mahalo!

Best,
Elizabeth "Lisa" Kahahane
Contracts Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

Pre-screening questions for Software/Solution Replacement Request

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace N/A - move to next page
   (version/module)_____
2. Number of current users_____
3. Who is responsible for updating / troubleshooting the current solution?
   - ☐ ITT Representative (division/position/name/contact info): _____
   - ☐ Vendor (name / contact info): _____
   - ☐ 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): _____
5. What are main features you are utilizing with the current software:

   _____

   _____
6. Describe the limitations of the current software that new proposed solution will remedy:

   _____

   _____
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?)_____
   - ☐ No data will be transferred and backed up, and

8. Will there need to be an archival copy of the current solution maintained?
   - ☐ Yes (if yes – by who, and how long):_____
   - ☐ No
   - ☐ Uknown (specify): _____

Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Brain / GridWatch
   (version/module): Customizable interfaith impact public works and public utilities, solar and other utilities production to monitor power use
10. What is the goal of the requested application? Energy consumption tracking and alerting
11. Number of users that will be utilizing the system and will need licenses: TBD - Unlimited
12. How many users will be covered by current quote?: Unlimited under 1 thousand, mainly for admins
13. Single sign on – is this solution capable of:
    - ☐ Azure Entra ID SAML
    - ☐ Azure Entra ID OAUTH2
    - ■ Other SSO: 2 factor authentication, not Azure, user will receive email w
14. Will the new solution be hosted:
    - ☐ Locally (address): _____
    - ■ or in the Cloud (address): United states, central data center for Google
15. Will the updates to the new system/solution be performed by:
    - ☐ City staff (Name/position/division): _____
    - ■ or the Vendor (assigned staff): Vendor (contact info #21)
16. What existing IT systems, if any, does this solution need to connect to?:
    - ☐ Email
    - ■ Network
    - ☐ GIS portal/databases* _____ if yes answer GIS Module

    (specify) They will use API's to access the systems, and need some portals opened as per future discussion
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 Contact Info #21: Will work with access to other utilities systems
    - ■ 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 standing 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:
☐	☐	☑	☐	☐	

Planning to lunch by mid December, have to be set up by June 30th(end of grant)

19. How or who handles any requests for support for the requested application?
Vendor and designated City Staff

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs?

No Vendor Support ☐	Limited to # hours: _____ ☐	Unlimited Business Hours ☐	Unlimited 24/7 ☑	Other: Priority based response systems

Please include Service Level Agreement details_____

21. Vendors contact information for technical questions regarding this new solution:
Matt Hendrickson, CEO, GridWatch Energy Management Systems, matt.hendrickson@gridwatchems.com, 520-369-9664,
Gary Gunthorpe, Paradise Power Company.gary@ppcsolar.com, 505-395-2244, or gary@gridwatchems.com

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?
Will need access to certain systems, servers, cloud to cloud level, not on perm level, they will need top reach to ITT to open some of the firewalls.

23. Is there different level of access to the requested application? If so, how is access handled?
Admin, role, read role for reports, for mobile only users, group based permissions

ITT GIS Discovery questions

24. Will you require APA/Map service? N/A

25. Who is your City GIS Contact?:_____

26. List of data needed for map service: will not use GIS Services or layers, maps are based on Google Maps

27. Is there a data that needs to be reconciled back into City GIS databases?:_____

28. Will you need City GIS Team to create you field app/ dashboards/ additional services? _____

29. Will you require City's Esri Licenses and how many?: _____

30. Will this affect City's ESRI service agreement in any way?: _____

For ITT Only (End of discovery results):

A. Will this implementation require ITT resources?

☐ Yes (*) ☑ No

B. Will this implementation and management require ITT staff hours?

☑ Yes (*) ☐ No

C. Was the requested software vetted by ITT Security officer?

☑ Yes ☐ No (*)

D. Does the requested solution have Single Sign enabled?

☑ Yes ☐ No (*)

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 (*) ☑ No

Request Approved? ■ **Yes** ☐ **No** (requires CCB)

Approver's Name/ Signature: Zarifa Dushdurova Digitally signed by Zarifa Dushdurova Date: 2024.11.08 10:49:19 -07'00' Date: 11/1/24

Note: Ensure that during the implementation they work with NetOps and address any integration needs with ITT

Contract Packet_PPC_BRAIN_$589,730.06_11 14 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format v2

Final Audit Report 2024-11-21

Created:	2024-11-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABcNG-Ge7dVfdn-V6lHjXOZBoY79iz7ti

"Contract Packet_PPC_BRAIN_$589,730.06_11 14 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format v2" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-21 - 8:51:21 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-21 - 8:54:31 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-21 - 9:04:11 PM GMT- IP address: 104.47.64.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2024-11-21 - 9:04:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-21 - 9:04:22 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-21 - 9:09:43 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-21 - 9:10:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2024-11-21 - 9:10:08 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-21 - 9:12:22 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-21 - 9:12:44 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-21 - 9:12:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-21 - 9:12:46 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Dec 14, 2024 18:48 MST)

Email: xivigil@santafenm.gov

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor: **7 Vendors**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at the Time of Order**
For questions regarding this agreement please contact:

Price Agreement Number**: 50-00000-25-00049**

Payment Terms**: Net 30**

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

Delivery**: As Requested,**

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**: Photovoltaic (Solar Electric) Systems**

Term**: May 1, 2025, through April 30, 2026**

This 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: 5/1/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

Terms and Conditions

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

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

(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 the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

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

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

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.

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

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

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

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

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

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

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

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Awarded Vendors:

(AA) 0000117314
Affordable Solar Group, LLC
dba: Affordable Solar Installations Inc.
4401 McLeod Rd NE
Albuquerque, NM 87109
Wayne Stansfield 505-944-4220
wayne.stansfield@affordable-solar.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

(AB) 0000059705
EverGuard Roofing
512 Veranda Rd NW
Albuquerque, NM 87107
Jordan Barry 505-821-9543
jordan@everguardsolar.com
jamie@everguardroofing.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

(AC) 0000134788
Los Ebanistas, Inc.
PO Box 10
Dixon, NM 87527
Mark Johnson 505-455-8875
mark@sollunasolar.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

(AD) 0000092230
Osceola Inc.
dba OE Solar
1300 1st Street NW
Albuquerque, NM 87102
Galina Kofchock 505-850-8863
LaikaD@OESolarNM.com or GalinaK@OESolarNM.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

(AE) 0000081451
Paradise Power Company Inc.
dba: PPC Solar
245 Paseo Del Canon East
Taos, NM 87571
Charlie McGarity, (575)737-5896
x2001
charlie@ppcsolar.com or dan@ppcsolar.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

(AF) 0000052603
Positive Energy
dba: Positive Energy Solar
3209 Richards Lane
Santa Fe, NM 87507
505-424-1112
clark.simpson@positiveenergysolar.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

(AG) 0000086365
Solar Smart Living, LLC
PO Box 1377
Santa Teresa, NM 88008
Lorenzo Perea Jr. 915-400-2995
info@solarsmartliving.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested,

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Specifications:

Establish a Statewide Price Agreement for Photovoltaic (Solar Electric) Systems. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-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 three (3) years.

Compensation Caps:
The total cost of **each project**, excluding applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project. NM Gross Receipts Taxes is not included on the Compensation Cap, however it is billed on the pay application/invoice.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division so that the cap thresholds can be monitored.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Overview
The intent of the Invitation to Bid is to obtain bids for photovoltaic (PV) systems with system output power and support structure combinations that may be acquired for use by State and Local Government Facilities. Each PV system includes, but is not limited to, PV modules, inverter, wiring, conduit, display devices, disconnects, and support structure. System installation services shall include performing electrical system and structural system design, obtaining necessary permits, collaborating with utility and procuring agency staff, performing system installation including maintenance and related work. Additional system features are available through a variety of additive alternates.

Every six (6) months, an escalation/de-escalation clause may be incorporated into this Price Agreement based upon changes in retail or wholesale module prices as presented and compared by manufacturer/supplier quotes. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

It is requested that price information be provided for each base bid item and each additive alternate bid item below. The bid item descriptions and the attached specifications shall be the basis for bid item prices. Do not include Local and State taxes in prices for solar equipment, installation and labor due to the New Mexico Gross Receipts Exemption; they will be included after the vendor selection process for specific project sites, if applicable.

The Contractor shall provide all the equipment, materials and labor for a complete operable system that meets the attached specifications. The Contractor shall also provide the system design for review and approval by the using State or Local Governmental organization. After the vendor selection process is completed and project sites are selected, the Contractor shall meet with the Owner at a site audit meeting and final acceptance inspection, at a minimum, for each project site. On a project by project basis, if unforeseen or unusual conditions are found, the contractor may be allowed to add for additional costs to overcome these issues. Some examples could be: Rocky underground conditions or hidden underground utilities.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

The PV systems will offset electricity consumption used in lighting, heating, cooling, and other facility energy needs of State and Local Government Facilities. It is the intent that each PV system installed will be interconnected with the utility grid and an interconnection agreement will be established, enabling the facility to receive reimbursement and/or credit from the utility company for electricity generated. It is also the intent to utilize the PV systems for educational purposes, related to the benefits of renewable energy, in the communities where the systems are located. Since installation of power storage (battery) systems is also included, there may be cases where the PV system is not interconnected with the utility grid.

In order to provide flexibility to the purchasing Agency in selecting PV systems for a variety of sites with different conditions, the bid form is subdivided into ten (10) parts. Two (2) base bid items are provided with eight (8) additive alternates. Once the Price Agreement is established, purchasing Agencies will select systems to install at specific sites. Both Owner and Contractor will be encouraged to collaborate during the design and installation process, understanding that an experienced vendor is likely to suggest design and installation options that will benefit overall performance and longevity of the proposed system installation.

Where discrepancies exist between the bid form and the specifications, the specifications shall govern.

Data Communications and Monitoring
The Bid Form includes price quote requests for data communications and monitoring devices. The intention is to provide Owners with options in addition to the inverter for enhancing their understanding of the systems, to offer troubleshooting assistance to facility managers, and to support renewable energy education. Many modem data communication and monitoring systems allow remote access by internet, such that data monitoring also allows the installation vendor to monitor and troubleshoot each system as well as the facilities' manager.

Method of Award
The State of New Mexico reserves the right to make vendor selection decisions that are in the best interests of the State. This Invitation to Bid is intended to solicit bids from qualified bidders and could result in multiple awards. Bidders who at least meet the minimum qualifications and experience will have their bids tabulated for inclusion in the award. Once the Invitation to Bid results in a Statewide Price Agreement; purchasing Agencies may make their selection decisions based on cost-effectiveness over the twenty (20) year life of the system. The following subsections describe how the State of New Mexico plans to conduct the selection process.

Bidder Experience and Qualifications. This subsection describes information required for purposes of validating Bidder experience and qualifications. Multiple vendors may be selected for each zone and each system size class based on the information submitted. In order to verify that a bidder meets the minimum qualifications, each bidder shall provide:

- A brief statement of the number of years of experience the company has installing grid-connected and/or standalone PV systems;
- Experience in demand reduction technology- give any examples with savings;
- Information on each PV system that has been installed in the format of the table below. Enter details on at least twenty-five (25) systems for the smallest system size class, enter details on at least five (5) systems for the fifty (50)kW and over size class, etc. (note that a bidder may be qualified for one (1) or more of the system size classes based upon the experience information provided in this table).

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

kW system size class	Minimum # of installs required*	License required**	Customer Point of Contact	Utility of Interconnection	Size of system (kW)	Location	Date
1 - 50	25	EE98 OR GB98					
50.1 and over	5	EE98					

* A statement to the effect certifying the number of installs.
** The name of the license holder at the time of bid opening must be provided.

- A brief statement that describes the bidding firm's aggregate and individual contract bonding capacity and includes the name and address of the Bonding Company and Bonding Agent.

- Attach a copy of the bidding firm's standard insurance certificate indicating coverages and limits provided by your insurance carriers.

- A brief statement that describes whether the bidding firm has had any OSHA violations in the past five (5) years with an explanation of any violations.

TECHNICAL SPECIFICATIONS:

A. GENERAL

1. These specifications cover the procurement of equipment, hardware, documentation, labor, and supervision required for the installation of grid-connected photovoltaic (PV) systems for State and Local Government Facilities. There can be energy storage systems (e.g. Batteries) used.

2. Bids shall include a cost estimate identifying equipment necessary to complete system installations and their costs. The cost categories shall include, at a minimum, PV modules, inverter, disconnects, support structure and foundation, digital display unit, data communications devices, and labor. In addition, documentation on the design, configuration, installation, operation, and maintenance of the complete system must be provided prior to installation.

3. All systems shall be designed for outdoor installation based on the annual ambient temperature range of the facility location or nearest location having long-term temperature records, using the lowest-record-low and highest-monthly-average-high temperatures to determine the appropriate inverter temperature range. Supplied equipment must be rated and warranted to withstand and operate under these conditions.

4. Prior to hardware procurements, the selected vendor will provide Owner a complete design package for each system showing a complete parts/equipment list, full system electrical schematics, mechanical design, and all calculations required to meet the requirements of the National Electrical Code, New Mexico Electrical Code, and any applicable building codes. The design shall be stamped by a professional engineer if required by interconnection utility or state or local statute or if the system is twenty-five (25) kW or larger. Owner approval of this design package is required prior to any hardware being procured.

5. The Contractor shall provide pole mounting, ground mounting, or roof mounting that is acceptable to the Owner. This structure shall provide a tilt and orientation for the PV array that maximizes annual energy production. Alternative tilts and orientations require approval by the Owner.

6. The PV system shall be connected to the utility electric grid through a grid-interactive inverter. The Contractor shall provide a minimum of one (1) disconnect acceptable to the local utility for the utility company to access at any time

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

providing that the disconnect is required by the utility for the installation. The design and specification of the PV modules, inverter, utility interconnection, PV system wiring and conduit, PV array support structure, and the entire installation shall be in full compliance with the National Electrical Code, the New Mexico Electrical Code, and any National, State, and Local Building Codes in effect.

7. The Contractor shall obtain a permit from the New Mexico Construction Industries Division and/or appropriate local authority and include associated costs in bid. The Contractor shall comply with all applicable Municipal, State, and National Codes.

8. The PV system installation shall be performed in a workmanlike manner by, or under, the direct supervision of a licensed electrician. No person shall act as a contractor without a license issued by the Construction Industries Division classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the contractor has a valid license issued by the Construction Industries Division to bid and perform the type of work to be undertaken (reference: § 60-13-12, NMSA 1978).

9. The Contractor shall provide a minimum system warranty on labor of two (2) years. Owner may extend the warranty an additional five (5) years upon selection of the Additive Alternate for this purpose. This does not extend the warranties of factory-warranted components, such as the modules or inverters, but includes any labor required to change out these or other components that fail during the minimum warranty or extended warranty.

10. The Contractor shall conduct a site visit, jointly with the Owner to demonstrate the system is operating properly at final inspection and to accept the system after complete installation. An acceptance test shall be performed for all systems.

11. Each PV system purchased, installed, maintained, and warranted for a total cost exceeding twenty-five thousand ($25,000) must require performance, payment, and labor bonds prior to execution of a contract.

12. The cost to the bidder of these bonds is to be included in the unit pricing for each item.

13. Wage Rate Requirements:
In submitting this bid, the Contractor must satisfy all terms and conditions of the Invitation to Bid. All work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if the bid amount exceeds sixty thousand dollars ($60,000) or more, is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, Labor and Industrial Division, for this project. If the bid amount of the contractor or any tier of the subcontractor exceeds sixty thousand dollars ($60,000), the contractor and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act. Wage Decision No, SF-13-1102 B is part of this Contract. The user agency must verify the awarded vendor has an active registration with the New Mexico Department of Workforce Solutions.

14. The Contractor shall warranty all components of additive alternates for each base bid PV system, including the digital display unit and data communications devices, if installed, for the same warranty period given the base bid PV system.

B. PRODUCTS

1. PV Modules and Array
   a. The PV modules for each system shall be in accordance with the requirements of the National Electrical Code and listed by a Nationally Recognized Testing Laboratory (NRTL).

   b. The PV array shall be sized and configured to provide the DC input power necessary for efficient operation and power production of the inverter.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

c. Each PV module shall be warranted by the manufacturer for at least ninety-five (95) percent of its minimum rated power for ten (10) years and at least ninety (90) percent for twenty-five (25) years from the date of system acceptance.

2. Inverter
   a. The inverter or micro-inverters for each system shall be provided and installed in accordance with the requirements of the National Electrical Code and "listed" to Underwriters Laboratory 1741 specifically for utility grid interconnection of PV arrays.

   b. The inverter or micro-inverters for each system shall be properly sized for the proposed PV system. The inverter shall be capable of connecting to multiple PV module strings, data communications with other compatible devices, and future system expansion. Derating of inverter shall be avoided to the maximum extent possible by configuration of the PV modules.

   c. The inverter or system shall include an automatic visual indicator showing system status, as well as at least a two-line LCD display of PV system operation and performance. The inverter shall have a communications port to enable data connection to a computer (provided by agency). The data connection shall be functional in the electrical system environments of typical State and Local Government Facilities, including three (3) phase systems, heavy machinery, air-conditioners, and computers.

   d. The inverter or system shall include an automatic visual indicator showing system status, as well as at least a two-line LCD display of PV system operation and performance. The inverter shall have a communications port to enable data connection to a computer (provided by agency). The data connection shall be functional in the electrical system environments of typical State and Local Government Facilities, including three (3) phase systems, heavy machinery, air-conditioners, and computers.

   e. The inverter shall have at least a ten (10) year repair or replacement warranty from the manufacturer.

   f. The inverter and any other required electronics installed in outdoor locations shall be designed for outdoor application in direct exposure to the elements or placed in lockable electrical enclosures suitable for housing these components. These enclosures shall be rated as NEMA 3R or better and have superior strength and corrosion resistance properties. These enclosures shall be pole and/or wall mountable, depending on the support structure. If inverter has exposure to south, east or west sun, shading will be required. Inverter shall be placed to avoid exposure to rain or snow fall from the building roof structure; however, if placement is unavoidable, protection from rain and snowfall from roof system will be required. Alternative enclosure and mounting configurations may be proposed by the contractor to the Owner and require approval by the Owner.

   g. The inverter and any other required electronics installed in indoor locations shall be securely mounted in rooms under control of the Owner. An indoor location will be made available at the facility and identified by the Owner. Inverters and electronics installed in indoor locations do not require additional electrical enclosures for weather protection.

   h. The inverter shall be provided with the wiring necessary to enable communications with a computer (provided by others) or digital display unit. Data communications wiring shall be CAT5e or better, or wireless as determined by manufacturer and installer.

3. Utility Company Disconnect

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

a. A single system wide disconnect shall be provided and installed for use by the utility company and shall comply with all utility company requirements for interconnection of a PV system. This disconnect shall be in an outdoor location and shall be in a location accessible by the utility company at all times.

4. Other Disconnects

a. The following requirements exclude utility company disconnects. For utility company disconnect requirements, see the subsection above by that name.

b. AC and DC disconnects shall be provided, located, and installed in accordance with the requirements of the National Electrical Code.

c. One disconnect shall be located between the PV array and the inverter at the PV array and meet requirements of installation in outdoor locations.

5. Digital Display Unit

a. The digital display unit shall be integrated with or compatible with the system inverter. The digital display unit shall have communications ports to enable communications with the system inverter. It shall also be capable of communications with a computer provided by others, if that additive alternate is selected.

b. The digital display unit shall be capable of data acquisition and display of the PV array and the inverter. The digital display unit shall have an LCD display of PV system operation and performance. The system and display shall be capable of display and storage to include the following operation and performance parameters, at a minimum: instantaneous AC current of the inverter (amps), instantaneous AC voltage of the inverter (volts), instantaneous AC power output of the inverter (Watts), cumulative energy production of the current day (kW), and cumulative energy production since system installation (kW).

c. The Contractor shall initiate operation of the digital display unit and verify proper operation.

d. The digital display unit shall be provided with the wiring necessary to enable communications with a computer (provided by others), depending on the additive alternates selected.

6. Performance Monitoring Software

a. The Contractor shall provide monitoring software that is compatible with the inverter and computers operating with current Microsoft OS, or equivalent. The monitoring software shall be capable of accessing stored measurements of the inverter and enable the Owner to check operation of the PV system at any time.

b. The Contractor shall purchase and provide the hardware for data transmission from the digital display unit or inverter to the computer (provided by others) or to the Internet.

c. Performance monitoring software provided by the Contractor shall be installed on a computer provided by others. The computer shall operate with current Microsoft OS, or equivalent. The Contractor shall demonstrate the monitoring software to the Owner.

C. EXECUTION

1. PV System Electrical Design

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

a. The electrical design and installation for the PV system shall conform to the most recent New Mexico Electrical Code and National Electrical Code (NEC) in effect at time of installation.

b. All wiring shall be listed for a minimum operation of six hundred (600) volts and temperature rating of ninety (90) degrees C in wet locations. All current carrying conductors shall be enclosed in conduit, with the exception of module wiring as allowed by the NEC. Smaller systems may not need to comply with this.

c. Roof-mounted or pole mounted systems shall have array ground-fault protection devices included as part of the inverter packages as required by the NEC.

d. System arrangement shall comply with utility company requirements. A licensed electrician must make all final AC connections and is recommended to make all electrical connections in the system

2. PV Array Mechanical Design

a. The Contractor shall provide the mechanical hardware for mounting the photovoltaic arrays. The Contractor shall provide all other hardware required for assembling the photovoltaic modules and structurally attaching them to the base support structure.

b. The PV array, including modules, hardware, support structure, pole, foundation, and attachments shall be structurally designed to withstand the minimum wind loads and seismic loads of the applicable building code for the project site.

c. Array mounting hardware supplied by the bidder shall be compatible with the site considerations and environment. Bolts shall have anti-theft heads to the extent provided by the rack manufacturers to prevent to the maximum extent possible the removal of PV modules. Special attention shall be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the modules or support structure. Corrosion resistance and durability of the mechanical hardware shall be provided by the use of stainless steel fasteners and an aluminum or polymer support structure. The use of other metals, or wood, components is not allowed, with the exception of the pole for pole mounted PV arrays. Galvanic corrosion shall be avoided.

d. The pole for pole-mounted tracking and fixed PV arrays shall be structural steel pipe or square tubing. The bottom end shall be flanged for attachment to a concrete foundation. Embedment of the pole in the concrete foundation is not allowed. The pole shall have a non-corrosive protective coating, technique, or system for outdoor installation to maintain the design structural strength for a minimum of twenty (20) years. The concrete foundation mounting surface shall be a minimum of 1 foot above grade. For all pole or tracking mount pole systems, regardless of size, the pole and concrete foundation design shall be stamped by a professional engineer.

e. The carport shade structure mounting option for PV systems greater than 50kW and less than 50kW shall be constructed of structural steel pipe or square tubing with a non-corrosive protective coating, technique, or system for outdoor installation to maintain the design structural strength for a minimum of twenty (20) years. All carport shade mounting structures pole systems, regardless of size shall have the structure and concrete foundation design stamped by a professional engineer. Snow stoppers will be an additional allowed cost if needed in any array where snow form the array has the potential to slough on the parking lot users.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

f. Spacing between individual modules shall be kept to a minimum to maximize utilization of the surrounding area. As much as possible, all mechanical hardware, conduit, junction boxes, and other equipment shall be concealed beneath and/or behind the array.

g. The array layout shall be installed in a manner consistent with the ordering and labeling of source circuits. Ease of access for array troubleshooting, maintenance, and replacement shall be provided by allowing access to the back of the array. Removal/replacement of individual source circuits and modules must be possible.

h. The Contractor shall consult with the Owner on where the PV mounting system shall be located. The Contractor shall verify with the Owner the location of utilities within the limits of the project site work area and include this information in the site audit report. Roof-mounted PV systems shall be designed to either be installed as ballasted systems that have no roof penetrations or to attach to roof stand-offs with roof contact points waterproofed as approved by the Owner. Ground-mounted PV systems shall be designed to attach to reinforced concrete support footings. The location of pole-, roof-, and ground-mounted base support structures and foundations require approval of the Owner. Disturbance to the roof, soil, and/or vegetation in contact with or adjacent to the PV mounting systems shall be repaired to original condition at the expense of the Contractor and shall be assessed 6 months and one year after completion of the project. Damage to utilities by the Contractor which were previously verified with the Owner and included in the site audit report shall be repaired to original condition at the expense of the Contractor.

3. Related Documents

a. The Contractor shall conduct a site audit and provide a report of the project site to the Owner and, for State Agencies, to EMNRD before the installation begins. The site audit report shall address work and conditions within the limits of the project site work area, including a proposed system layout plan, work area plan, existing utilities plan, unusual soils conditions needing evaluation (if applicable), solar access evaluation, grid-interconnection schematic, and building electrical panel connection schematic.

b. The Contractor shall provide electrical schematics and one-line diagrams showing all major components and devices, including conductor types and sizes, connections of individual modules and array source circuits, terminations at junction boxes, connection to surge suppression devices and the inverter, and the inverter interface with the utility grid.

c. The Contractor shall be responsible for obtaining all necessary permits and payments of permit fees. The Contractor shall be responsible for preparing and submitting the required Utility interconnection agreements and payment of all interconnection application fees. These fees will be allowable and listed individually as a line item(s) on a project quote.

d. The Contractor shall provide a complete parts lists of all items needed for the installed PV system, excluding small parts. Parts lists information shall include the description, make, and quantity of all electrical components, mechanical hardware, and other equipment required. Model/part number and manufacturer are also required for the PV modules, inverter, and digital display unit.

e. The Contractor shall provide mechanical drawings showing details of module/array mechanical supports. Manufacturer's literature providing this information is acceptable.

f. The Contractor shall provide installation instructions for mounting array, junction boxes, and enclosures; wiring arrays; and terminating conductors at array and the inverter. Manufacturer's literature providing this information is acceptable.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

g. The Contractor shall provide procedures for commissioning, operating, disconnecting, servicing, and maintaining the complete system and individual components. Manufacturer's literature providing this information is acceptable.

h. The Contractor shall demonstrate operation of the inverter and digital display unit to the Owner.

i. The Contractor shall demonstrate operation of the monitoring software to the Owner.

j. The Contractor shall provide to the Owner estimates of the rated DC and AC delivered output of the PV system, as installed, at the site based upon location, weather, mounting and installation approach, irradiation and shading. The modeled projection of first-year annual AC energy production shall be from DOE-NREL's PV-Watts Calculator and must use default inputs unless alternate inputs are supported with product documentation.

D. RECORDS AND DOCUMENTATION

The Contractor shall maintain a written record of the results of all acceptance tests. The acceptance test form will be provided by Owner. The Contractor shall provide acceptance test results and a completed acceptance test form to Owner.

1. Information to be provided by Contractor to Owner Prior to Approval of PV System Installation
   a. As-built sizing and configuration data for inverter and PV modules. Vendor must include as built rendered drawings for roof, ground, or carport shade structure mounts.

   b. Clear physical permanent labeling of installed array components such as inverters, disconnects and electrical panel inputs.

   c. As-built schematics and one-line diagrams indicating overall layout and location of entire system, including PV array, balance-of-system hardware, digital display unit, and inverter. As-built shall also include subsurface wire and conduit locations clearly located using tie-line distances to fixed site features, at a minimum.

   d. A copy of the permit obtained from the appropriate legal authority for system installation.

   e. The Contractor's system warranty, including parts and labor.

   f. PV system electrical design information stamped by a professional engineer. Manufacturer's literature for electrical equipment used in the installation stamped by a professional engineer is acceptable for projects smaller than twenty-five (25) kW. Projects for systems sized twenty-five (25) kW or larger will require project-specific electrical design information stamped by a professional engineer. For these larger systems, stamped Manufacturer's literature is not sufficient.

   g. PV array structural design information stamped by a professional engineer. Manufacturer's literature for structural equipment used in the installation stamped by a professional engineer is acceptable for projects smaller than twenty-five (25) kW. Projects for systems sized twenty-five (25) kW or larger will require project-specific structural design information by a professional engineer. For these largest systems, sealed Manufacturer's literature is not sufficient.

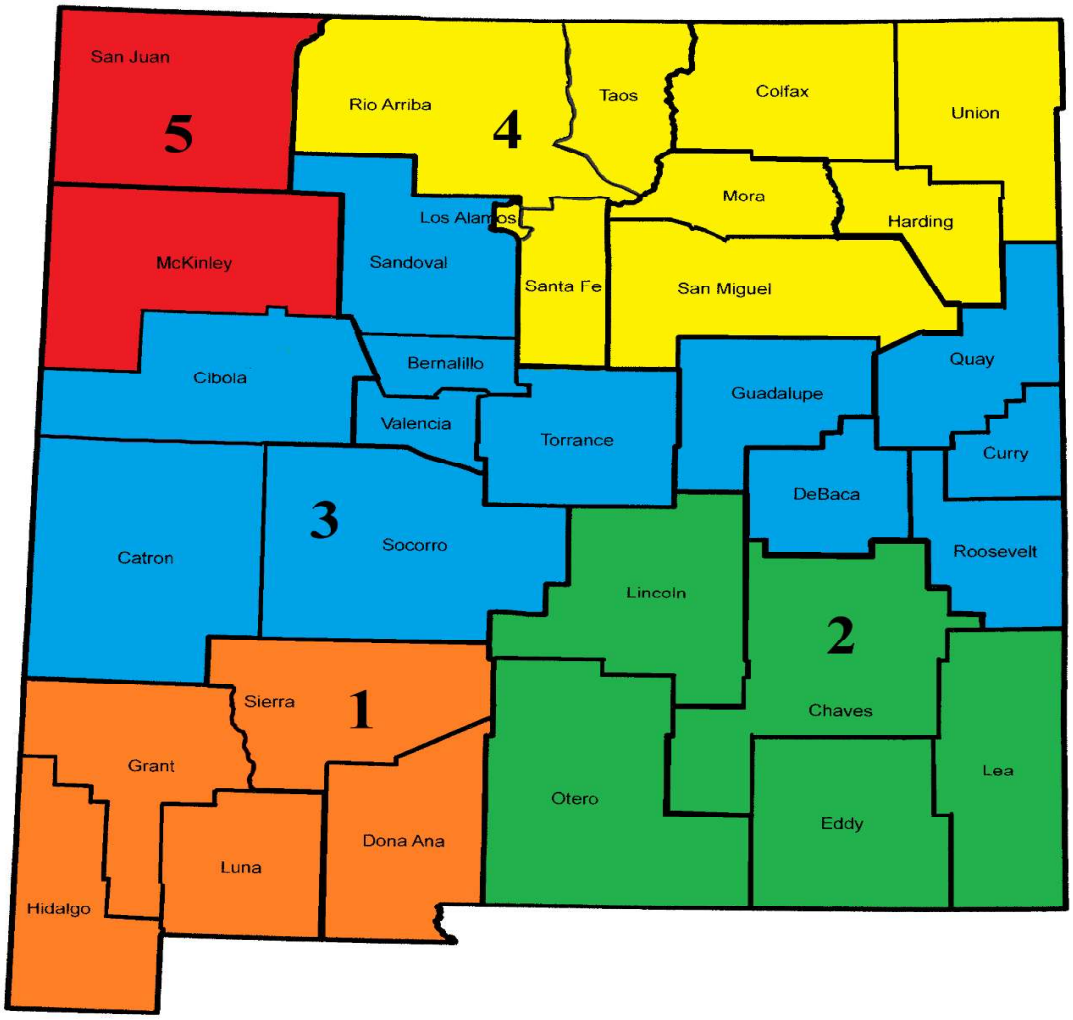
   h. A completed interconnection request or interconnection application package to the utility company, as applicable. Include appropriate payment to the utility company for interconnection services or application fees for submittal by the Owner to the utility company. Supplemental Review Fees are not included in base price (Must be at COST).

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

2. Information to be provided by Contractor to Owner upon completion of PV System Installation

   a. One complete copy of manuals for installation, operations and maintenance, and related documents noted in Section A-2.D-3 and E-1.

   b. Report of Acceptance Test required upon completion of installation.



Zone 1: Dona Ana, Grant, Lincoln, Luna, Otero, Sierra
Zone 2: Chaves, Eddy, Lea
Zone 3: Bernalillo, Catron, Cibola, Curry, De Baca, Guadalupe, Quay, Roosevelt, Sandoval, Socorro, Torrance, Valencia
Zone 4: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos, Union
Zone 5: McKinley, San Juan

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

BID FORM

GB 98: Contractor License(s): if applicable

Contractor License(s): _____

Contractor License Number(s): _____

Qualifying Party Name: _____

Contact Information: _____

EE 98: Contractor License(s): if applicable

Contractor License(s): _____

Contractor License Number(s): _____

Qualifying Party Name: _____

Contact Information: _____

Bidder must be licensed by the New Mexico Construction Industries Division for the work they will perform. Include the bidders licensing information above. Bidder must have this active licensing at the time of bid opening and throughout the term of the price agreement.

Bidder must have a Public Works Registration which is active at the time of bid opening. List that Public Works Registration Number: _____

Bidder agrees to provide base bid and additive alternate services for project sites based upon the following zones. In order to be considered for installation of a PV system in a particular zone, a qualified bidder must submit a bid for that zone. An acceptable bid submittal is not required to have prices submitted for all base bid items and additive alternates. In Base Bid Item No. 1, prices are not required to be provided for all combinations of power output and support structure types. An acceptable bid at a minimum must provide prices for some mounting options of Base Bid Item Nos. 1-2 and some Additive Alternates Nos. 1-7. An acceptable bid is not required to have prices submitted for all purchasing zones. Bidders shall provide prices for those mounting options and purchasing zones of interest to bidder for potential work.

Base Bid Item No. 1

Base Bid Item No. 1 PV System with Audit and Mounting Base bid prices for the audit, proposal, purchase, supply, and installation of PV systems. Conduct site audit and provide evaluation report and site-specific proposal for installation of photovoltaic (PV) system. Conduct site audit to determine size, configuration, tilt and orientation of PV system, including location of PV array, wiring and conduit routes, inverter location, utility grid interconnection, disconnect locations, and digital display unit location. The system audit shall include annual system-delivered AC electricity production in the first year of operation of the project as modeled by DOE-NREL's PV Watts Calculator. Provide evaluation report and site-specific project proposal to Owner. The report and site-specific project proposal is intended to serve two purposes. It will allow the owner to possibly obtain PV system pricing that may be less than the generic pricing provided in this invitation to bid. It will also give qualified vendors included in the Statewide Price Agreement the opportunity to demonstrate what sets their work apart from other qualified vendors. Purchasing entities will be encouraged to acquire proposals from multiple qualified vendors before purchasing a system to compare pricing, quality of proposals and capability of vendors. No projects shall be purchased without

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

the inclusion of this base bid item. Travel for the site audit shall be included in the price for the item in each zone for which bids are submitted.

Bidder shall provide base bid prices on a per unit basis for materials and labor for complete operable and code-compliant systems, including but not limited to PV modules, support structure, inverter, wiring, conduit, and disconnects. Prices shall be provided for the PV system one (1) kW to fifty (50) kW, PV system fifty-one point one (50.1) kW to one hundred (100) kW, PV systems from one hundred point one (100.1) kW to five hundred (500) kW and PV system greater than five hundred point one (500.1) kW. The following five (5) support structure types are designated: fixed-pole mount, dual axis tracking pole mount, ground mount single axis tracker, pitched-roof, flat-roof, ground-mounted and car port- mounted. The system AC power output shall be estimated based on Standard Test Conditions. Fixed-pole, tracking-pole, pitched-roof, flat-roof, and ground-mounted support structures shall be included in the price, as given in the combinations below, and meet the specifications attached. Carport structures are in an Additive Alternate. Fixed-pole mount support structures shall be priced for a pole that extends six (6) feet above the adjacent g round. Additional poles shall be included in the base bid price if necessary to support the PV array.

Tracking option shall be for a ground mount single-axis tracking system or pole mounted dual axis tracking system. The base bid shall include disconnects as required by code, including one that is provided for the interconnecting utility. The base bid system shall include wiring and conduit for individual PV modules to the PV array junction. The base bid system shall include a warranty by the Bidder for equipment, parts, and labor. No wiring and conduit for PV array junction to inverter and inverter to electrical panel is included in this item; wiring and conduit prices per lineal foot are requested in a different base bid item below. No data communications wiring for inverter to digital display unit and computer is included in this item; data communications wiring prices are included in an additive alternate below. No maintenance is included; a maintenance plan price is requested in an additive alternate below. The base bid shall include a demonstration of PV system operation to the Owner and performance of a system acceptance test (described below) to obtain approval of installation completion. The prices provided shall assume that efficient system design and system sizing will be developed during the site- specific project proposal process to ensure that racking and mounting will be utilized in a cost-effective manner and the number of modules will be adjusted to that efficient optimum. Because of this emphasis on design efficiency, it is understood that there will be inherent increments in system wattages available at this pricing.

Acceptance Test and Annual System Performance Reporting An acceptance test shall be performed on all systems once the installation is complete. The acceptance test shall occur on a clear day with the plane of array irradiance at eight hundred (800) Watts per square meter or greater. The Contractor shall measure and report the short circuit currents and open-circuit voltages on all source circuits while measuring irradiance and module temperature. The Contractor shall also measure and report the instantaneous DC input (voltage and current), AC output (voltage and power), while measuring irradiance and module temperature, to determine its efficiency. In addition to the acceptance test performed at the time of system installation, for systems installed on State of New Mexico property, an annual report of generated energy produced and delivered to the grid shall be prepared and provided to the Owner and the Energy, Minerals and Natural Resources Department for the first two (2) years of operation if applicable.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Items:

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
A. Price per Watt DC for systems with power system size up to 50 kW for each of the following support structures:						
1	**Fixed Pole Mount**					
	Vendor: (AB)	**$4.50**	**$4.50**	**$4.30**	**$4.50**	**$4.50**
	Vendor: (AC)	**$4.25**	**$4.25**	**$4.25**	**$4.25**	**$4.25**
	Vendor: (AD)	**$3.75**	**$3.75**	**$3.75**	**$3.75**	**$3.75**
	Vendor: (AE)	**$8.78**	**$8.78**	**$8.78**	**$8.53**	**$8.78**
	Vendor: (AF)	**$4.35**	**$4.35**	**$4.30**	**$4.30**	**$4.35**
	Vendor: (AG)	**$3.97**	**$3.97**	**$4.22**	**$4.22**	**$4.22**
2	**Pole Mount Dual Axis Tracking**					
	Vendor: (AB)	**$5.25**	**$5.25**	**$5.20**	**$5.25**	**$5.25**
	Vendor: (AC)	**$4.85**	**$4.85**	**$4.85**	**$4.85**	**$4.85**
	Vendor: (AE)	**$10.65**	**$10.65**	**$10.65**	**$10.38**	**$10.65**
	Vendor: (AF)	**$4.50**	**$4.50**	**$4.40**	**$4.40**	**$4.50**
	Vendor: (AG)	**$5.24**	**$5.24**	**$5.49**	**$5.49**	**$5.49**
3	**Ground Mount Single Axis Tracking**					
	Vendor: (AB)	**$5.00**	**$5.00**	**$4.90**	**$5.00**	**$5.00**
	Vendor: (AC)	**$3.35**	**$3.35**	**$3.35**	**$3.35**	**$3.35**
	Vendor: (AD)	**$4.75**	**$4.75**	**$4.75**	**$4.75**	**$4.75**
	Vendor: (AE)	**$10.06**	**$10.06**	**$10.06**	**$9.81**	**$10.06**
	Vendor: (AG)	**$5.04**	**$5.04**	**$5.29**	**$5.29**	**$5.29**
4	**Pitched roof Mount**					
	Vendor: (AA)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AB)	**$3.70**	**$3.70**	**$3.50**	**$3.70**	**$3.70**
	Vendor: (AC)	**$2.95**	**$2.95**	**$2.95**	**$2.95**	**$2.95**
	Vendor: (AD)	**$3.25**	**$3.25**	**$3.25**	**$3.25**	**$3.25**
	Vendor: (AE)	**$6.61**	**$6.61**	**$6.61**	**$6.36**	**$6.61**
	Vendor: (AF)	**$3.75**	**$3.75**	**$3.72**	**$3.72**	**$3.75**
	Vendor: (AG)	**$3.82**	**$3.82**	**$4.07**	**$4.07**	**$4.07**
5	**Flat Roof Mount**					
	Vendor: (AA)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AB)	**$3.70**	**$3.70**	**$3.50**	**$3.70**	**$3.70**
	Vendor: (AC)	**$2.95**	**$2.95**	**$2.95**	**$2.95**	**$2.95**
	Vendor: (AD)	**$3.15**	**$3.15**	**$3.15**	**$3.15**	**$3.15**
	Vendor: (AE)	**$6.83**	**$6.83**	**$6.83**	**$6.59**	**$6.83**
	Vendor: (AF)	**$3.50**	**$3.50**	**$3.45**	**$3.45**	**$3.50**
	Vendor: (AG)	**$3.82**	**$3.82**	**$4.07**	**$4.07**	**$4.07**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
6	**Ground Mount**					
	Vendor: (AA)	**$5.50**	**$5.50**	**$5.50**	**$5.50**	**$5.50**
	Vendor: (AB)	**$3.80**	**$3.80**	**$3.60**	**$3.80**	**$3.80**
	Vendor: (AC)	**$3.85**	**$3.85**	**$3.85**	**$3.85**	**$3.85**
	Vendor: (AD)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AE)	**$7.89**	**$7.89**	**$7.89**	**$7.64**	**$7.89**
	Vendor: (AF)	**$3.95**	**$3.95**	**$3.85**	**$3.85**	**$3.95**
	Vendor: (AG)	**$4.04**	**$4.04**	**$4.29**	**$4.29**	**$4.29**
7	**Carport Mount**					
	Vendor: (AA)	**$9.00**	**$9.00**	**$9.00**	**$9.00**	**$9.00**
	Vendor: (AB)	**$6.00**	**$6.00**	**$6.00**	**$6.00**	**$6.00**
	Vendor: (AC)	**$4.10**	**$4.10**	**$4.10**	**$4.10**	**$4.10**
	Vendor: (AD)	**$5.50**	**$5.50**	**$5.50**	**$5.50**	**$5.50**
	Vendor: (AE)	**$9.72**	**$9.72**	**$9.72**	**$9.46**	**$9.72**
	Vendor: (AF)	**$4.50**	**$4.50**	**$4.40**	**$4.40**	**$4.50**
	Vendor: (AG)	**$3.82**	**$3.82**	**$4.07**	**$4.07**	**$4.07**
B. Price per Watt DC for systems with power system size from 50.1 to 100 kW for each of the following support structures:						
8	**Fixed Pole Mount**					
	Vendor: (AC)	**$4.25**	**$4.25**	**$4.25**	**$4.25**	**$4.25**
	Vendor: (AD)	**$3.75**	**$3.75**	**$3.75**	**$3.75**	**$3.75**
	Vendor: (AE)	**$4.52**	**$4.52**	**$4.52**	**$4.27**	**$4.52**
	Vendor: (AF)	**$4.25**	**$4.25**	**$4.20**	**$4.20**	**$4.25**
	Vendor: (AG)	**$3.65**	**$3.65**	**$3.90**	**$3.90**	**$3.90**
9	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	**$4.85**	**$4.85**	**$4.85**	**$4.85**	**$4.85**
	Vendor: (AE)	**$6.14**	**$6.14**	**$6.14**	**$5.89**	**$6.14**
	Vendor: (AF)	**$4.40**	**$4.40**	**$4.35**	**$4.35**	**$4.40**
	Vendor: (AG)	**$4.82**	**$4.82**	**$5.07**	**$5.07**	**$5.07**
10	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	**$3.35**	**$3.35**	**$3.35**	**$3.35**	**$3.35**
	Vendor: (AD)	**$4.75**	**$4.75**	**$4.75**	**$4.75**	**$4.75**
	Vendor: (AE)	**$4.12**	**$4.12**	**$4.12**	**$4.28**	**$4.12**
	Vendor: (AF)	**$4.25**	**$4.25**	**$4.20**	**$4.20**	**$4.25**
	Vendor: (AG)	**$4.72**	**$4.72**	**$4.97**	**$4.97**	**$4.97**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
11	**Pitched Roof Mount**					
	Vendor: (AA)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AC)	**$2.95**	**$2.95**	**$2.95**	**$2.95**	**$2.95**
	Vendor: (AD)	**$3.25**	**$3.25**	**$3.25**	**$3.25**	**$3.25**
	Vendor: (AE)	**$3.08**	**$3.08**	**$3.08**	**$2.85**	**$3.08**
	Vendor: (AF)	**$3.65**	**$3.65**	**$3.60**	**$3.60**	**$3.65**
	Vendor: (AG)	**$3.50**	**$3.50**	**$3.75**	**$3.75**	**$3.75**
12	**Flat Roof Mount**					
	Vendor: (AA)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AC)	**$2.95**	**$2.95**	**$2.95**	**$2.95**	**$2.95**
	Vendor: (AD)	**$3.15**	**$3.15**	**$3.15**	**$3.15**	**$3.15**
	Vendor: (AE)	**$3.16**	**$3.16**	**$3.16**	**$2.93**	**$3.16**
	Vendor: (AF)	**$3.45**	**$3.45**	**$3.35**	**$3.35**	**$3.45**
	Vendor: (AG)	**$3.50**	**$3.50**	**$3.75**	**$3.75**	**$3.75**
13	**Ground Mount**					
	Vendor: (AA)	**$5.50**	**$5.50**	**$5.50**	**$5.50**	**$5.50**
	Vendor: (AC)	**$3.85**	**$3.85**	**$3.85**	**$3.85**	**$3.85**
	Vendor: (AD)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AE)	**$3.77**	**$3.77**	**$3.77**	**$3.52**	**$3.77**
	Vendor: (AF)	**$3.75**	**$3.75**	**$3.65**	**$3.65**	**$3.75**
	Vendor: (AG)	**$3.91**	**$3.91**	**$4.16**	**$4.16**	**$4.16**
14	**Carport Mount**					
	Vendor: (AA)	**$9.00**	**$9.00**	**$9.00**	**$9.00**	**$9.00**
	Vendor: (AC)	**$4.10**	**$4.10**	**$4.10**	**$4.10**	**$4.10**
	Vendor: (AD)	**$5.25**	**$5.25**	**$5.25**	**$5.25**	**$5.25**
	Vendor: (AE)	**$5.21**	**$5.21**	**$5.21**	**$4.95**	**$5.21**
	Vendor: (AF)	**$4.35**	**$4.35**	**$4.30**	**$4.30**	**$4.35**
	Vendor: (AG)	**$3.50**	**$3.50**	**$3.75**	**$3.75**	**$3.75**
C. Price per Watt DC for systems with power system size from <u>100.1 to 500 kW</u> for each of the following support structures:						
15	**Fixed Pole Mount**					
	Vendor: (AC)	**$3.83**	**$3.83**	**$3.83**	**$3.83**	**$3.83**
	Vendor: (AD)	**$3.75**	**$3.75**	**$3.75**	**$3.75**	**$3.75**
	Vendor: (AE)	**$3.74**	**$3.74**	**$3.74**	**$3.51**	**$3.74**
	Vendor: (AF)	**$4.20**	**$4.20**	**$4.15**	**$4.15**	**$4.20**
	Vendor: (AG)	**$2.96**	**$2.96**	**$3.21**	**$3.21**	**$3.21**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
16	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	$4.37	$4.37	$4.37	$4.37	$4.37
	Vendor: (AE)	$5.17	$5.17	$5.17	$4.94	$5.17
	Vendor: (AF)	$4.40	$4.40	$4.35	$4.35	$4.40
	Vendor: (AG)	$4.02	$4.02	$4.27	$4.27	$4.27
17	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	$3.02	$3.02	$3.02	$3.02	$3.02
	Vendor: (AD)	$4.00	$4.00	$4.00	$4.00	$4.00
	Vendor: (AE)	$4.09	$4.09	$4.09	$3.85	$4.09
	Vendor: (AF)	$3.75	$3.75	$3.65	$3.65	$3.75
	Vendor: (AG)	$3.97	$3.97	$4.22	$4.22	$4.22
18	**Pitched roof Mount**					
	Vendor: (AA)	$4.00	$4.00	$4.00	$4.00	$4.00
	Vendor: (AC)	$2.66	$2.66	$2.66	$2.66	$2.66
	Vendor: (AD)	$2.75	$2.75	$2.75	$2.75	$2.75
	Vendor: (AE)	$2.37	$2.37	$2.37	$2.22	$2.37
	Vendor: (AF)	$3.50	$3.50	$3.40	$3.40	$3.50
	Vendor: (AG)	$2.81	$2.81	$3.06	$3.06	$3.06
19	**Flat Roof Mount**					
	Vendor: (AA)	$4.00	$4.00	$4.00	$4.00	$4.00
	Vendor: (AC)	$2.66	$2.66	$2.66	$2.66	$2.66
	Vendor: (AD)	$2.65	$2.65	$2.65	$2.65	$2.65
	Vendor: (AE)	$2.67	$2.67	$2.67	$2.42	$2.67
	Vendor: (AF)	$3.30	$3.30	$3.20	$3.20	$3.30
	Vendor: (AG)	$2.81	$2.81	$3.06	$3.06	$3.06
20	**Ground Mount**					
	Vendor: (AA)	$5.50	$5.50	$5.50	$5.50	$5.50
	Vendor: (AC)	$3.47	$3.47	$3.47	$3.47	$3.47
	Vendor: (AD)	$3.65	$3.65	$3.65	$3.65	$3.65
	Vendor: (AE)	$2.95	$2.95	$2.95	$2.80	$2.95
	Vendor: (AF)	$3.55	$3.55	$3.45	$3.45	$3.55
	Vendor: (AG)	$3.04	$3.04	$3.29	$3.29	$3.29

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
21	**Carport Mount**					
	Vendor: (AA)	**$9.00**	**$9.00**	**$9.00**	**$9.00**	**$9.00**
	Vendor: (AC)	**$3.69**	**$3.69**	**$3.69**	**$3.69**	**$3.69**
	Vendor: (AD)	**$5.15**	**$5.15**	**$5.15**	**$5.15**	**$5.15**
	Vendor: (AE)	**$3.67**	**$3.67**	**$3.67**	**$3.44**	**$3.67**
	Vendor: (AF)	**$4.15**	**$4.15**	**$4.05**	**$4.05**	**$4.15**
	Vendor: (AG)	**$2.81**	**$2.81**	**$3.06**	**$3.06**	**$3.06**
D. Price per Watt DC for systems with power system size greater than <u>500.1 kW</u> for each of the following support structures:						
22	**Fixed Pole Mount**					
	Vendor: (AC)	**$3.45**	**$3.45**	**$3.45**	**$3.45**	**$3.45**
	Vendor: (AD)	**$3.60**	**$3.60**	**$3.60**	**$3.60**	**$3.60**
	Vendor: (AE)	**$3.31**	**$3.31**	**$3.31**	**$3.09**	**$3.31**
	Vendor: (AF)	**$4.15**	**$4.15**	**$4.10**	**$4.10**	**$4.15**
	Vendor: (AG)	**$2.91**	**$2.91**	**$3.16**	**$3.16**	**$3.16**
23	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	**$3.93**	**$3.93**	**$3.93**	**$3.93**	**$3.93**
	Vendor: (AE)	**$4.82**	**$4.82**	**$4.82**	**$4.60**	**$4.82**
	Vendor: (AF)	**$4.30**	**$4.30**	**$4.25**	**$4.25**	**$4.30**
	Vendor: (AG)	**$3.92**	**$3.92**	**$4.17**	**$4.17**	**$4.17**
24	**Ground Mount Single Axis Tracking**					
	Vendor: (AA)	**$7.00**	**$7.00**	**$7.00**	**$7.00**	**$7.00**
	Vendor: (AC)	**$2.72**	**$2.72**	**$2.72**	**$2.72**	**$2.72**
	Vendor: (AD)	**$3.50**	**$3.50**	**$3.50**	**$3.50**	**$3.50**
	Vendor: (AE)	**$2.57**	**$2.57**	**$2.57**	**$2.35**	**$2.57**
	Vendor: (AF)	**$3.50**	**$3.50**	**$3.45**	**$3.45**	**$3.50**
	Vendor: (AG)	**$3.87**	**$3.87**	**$4.12**	**$4.12**	**$4.12**
25	**Pitched roof Mount**					
	Vendor: (AA)	**$4.00**	**$4.00**	**$4.00**	**$4.00**	**$4.00**
	Vendor: (AC)	**$2.39**	**$2.39**	**$2.39**	**$2.39**	**$2.39**
	Vendor: (AD)	**$2.50**	**$2.50**	**$2.50**	**$2.50**	**$2.50**
	Vendor: (AE)	**$2.04**	**$2.04**	**$2.04**	**$1.82**	**$2.04**
	Vendor: (AF)	**$3.40**	**$3.40**	**$3.30**	**$3.30**	**$3.40**
	Vendor: (AG)	**$2.76**	**$2.76**	**$3.01**	**$3.01**	**$3.01**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
26	**Flat Roof Mount**					
	Vendor: (AA)	$4.00	$4.00	$4.00	$4.00	$4.00
	Vendor: (AC)	$2.39	$2.39	$2.39	$2.39	$2.39
	Vendor: (AD)	$2.45	$2.45	$2.45	$2.45	$2.45
	Vendor: (AE)	$2.15	$2.15	$2.15	$1.93	$2.15
	Vendor: (AF)	$3.20	$3.20	$3.15	$3.15	$3.20
	Vendor: (AG)	$2.76	$2.76	$3.01	$3.01	$3.01
27	**Ground Mount**					
	Vendor: (AA)	$5.50	$5.50	$5.50	$5.50	$5.50
	Vendor: (AC)	$3.12	$3.12	$3.12	$3.12	$3.12
	Vendor: (AD)	$3.30	$3.30	$3.30	$3.30	$3.30
	Vendor: (AE)	$2.44	$2.44	$2.44	$2.22	$2.44
	Vendor: (AF)	$3.40	$3.40	$3.30	$3.30	$3.40
	Vendor: (AG)	$2.97	$2.97	$3.22	$3.22	$3.22
28	**Carport Mount**					
	Vendor: (AA)	$9.00	$9.00	$9.00	$9.00	$9.00
	Vendor: (AC)	$3.32	$3.32	$3.32	$3.32	$3.32
	Vendor: (AD)	$4.75	$4.75	$4.75	$4.75	$4.75
	Vendor: (AE)	$3.62	$3.62	$3.62	$3.40	$3.62
	Vendor: (AF)	$3.95	$3.95	$3.85	$3.85	$3.95
	Vendor: (AG)	$2.76	$2.76	$3.01	$3.01	$3.01
A. Wiring and Conduit price for power system size up to <u>50 kW</u>. Purchase and install wiring and conduit in conformance with most recently adopted NEC. Bidder shall provide prices for wiring and conduit on a per lineal foot basis for each of the system size classifications:						
29	**PV Array Junction to Inverter- Above or below grade – per lineal foot**					
	Vendor: (AA)	$26.84	$26.84	$26.84	$26.84	$26.84
	Vendor: (AB)	$17.50	$17.50	$17.50	$17.50	$17.50
	Vendor: (AC)	$11.50	$11.50	$11.50	$11.50	$11.50
	Vendor: (AD)	$15.00	$15.00	$15.00	$15.00	$15.00
	Vendor: (AE)	$8.57	$8.57	$8.57	$8.57	$8.57
	Vendor: (AF)	$24.25	$24.25	$24.25	$24.25	$24.25
30	**Inverter to Electrical Panel – per lineal foot**					
	Vendor: (AA)	$26.84	$26.84	$26.84	$26.84	$26.84
	Vendor: (AB)	$17.50	$17.50	$17.50	$17.50	$17.50
	Vendor: (AC)	$9.50	$9.50	$9.50	$9.50	$9.50
	Vendor: (AD)	$17.00	$17.00	$17.00	$17.00	$17.00
	Vendor: (AE)	$10.13	$10.13	$10.13	$10.13	$10.13
	Vendor: (AF)	$25.60	$25.60	$25.60	$25.60	$25.60

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
31	**Utility Grid Interconnection – per lineal foot**					
	Vendor: (AA)	**$48.70**	**$48.70**	**$48.70**	**$48.70**	**$48.70**
	Vendor: (AB)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	Vendor: (AC)	**$8.50**	**$8.50**	**$8.50**	**$8.50**	**$8.50**
	Vendor: (AD)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	Vendor: (AE)	**$39.94**	**$39.94**	**$39.94**	**$39.94**	**$39.94**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
	Vendor: (AG)	**$5.45**	**$5.45**	**$5.45**	**$5.45**	**$5.45**
B. Wiring and Conduit price for power system from <u>50.1 to 100 kW</u>. Purchase and install wiring and conduit in conformance with most recently adopted NEC. Bidder shall provide prices for wiring and conduit on a per lineal foot basis for each of the system size classifications:						
32	**PV Array Junction to Inverter- Above or below grade – per lineal foot**					
	Vendor: (AA)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	Vendor: (AC)	**$12.00**	**$12.00**	**$12.00**	**$12.00**	**$12.00**
	Vendor: (AD)	**$15.00**	**$15.00**	**$15.00**	**$15.00**	**$15.00**
	Vendor: (AE)	**$8.57**	**$8.57**	**$8.57**	**$8.57**	**$8.57**
	Vendor: (AF)	**$24.25**	**$24.25**	**$24.25**	**$24.25**	**$24.25**
33	**Inverter to Electrical Panel – per lineal foot**					
	Vendor: (AA)	**$33.00**	**$33.00**	**$33.00**	**$33.00**	**$33.00**
	Vendor: (AC)	**$10.00**	**$10.00**	**$10.00**	**$10.00**	**$10.00**
	Vendor: (AD)	**$17.00**	**$17.00**	**$17.00**	**$17.00**	**$17.00**
	Vendor: (AE)	**$10.13**	**$10.13**	**$10.13**	**$10.13**	**$10.13**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
34	**Utility Grid Interconnection – per lineal foot**					
	Vendor: (AA)	**$48.70**	**$48.70**	**$48.70**	**$48.70**	**$48.70**
	Vendor: (AC)	**$12.50**	**$12.50**	**$12.50**	**$12.50**	**$12.50**
	Vendor: (AD)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	Vendor: (AE)	**$79.87**	**$79.87**	**$79.87**	**$79.87**	**$79.87**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
C. Wiring and Conduit price for power system from <u>100.1 to 500 kW</u>. Purchase and install wiring and conduit in conformance with most recently adopted NEC. Bidder shall provide prices for wiring and conduit on a per lineal foot basis for each of the system size classifications:						
35	**PV Array Junction to Inverter- Above or below grade – per lineal foot**					
	Vendor: (AA)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	Vendor: (AC)	**$17.40**	**$17.40**	**$17.40**	**$17.40**	**$17.40**
	Vendor: (AD)	**$15.00**	**$15.00**	**$15.00**	**$15.00**	**$15.00**
	Vendor: (AE)	**$8.57**	**$8.57**	**$8.57**	**$8.57**	**$8.57**
	Vendor: (AF)	**$24.25**	**$24.25**	**$24.25**	**$24.25**	**$24.25**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
36	**Inverter to Electrical Panel – per lineal foot**					
	Vendor: (AA)	**$33.00**	**$33.00**	**$33.00**	**$33.00**	**$33.00**
	Vendor: (AC)	**$18.50**	**$18.50**	**$18.50**	**$18.50**	**$18.50**
	Vendor: (AD)	**$17.00**	**$17.00**	**$17.00**	**$17.00**	**$17.00**
	Vendor: (AE)	**$39.94**	**$39.94**	**$39.94**	**$39.94**	**$39.94**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
37	**Utility Grid Interconnection – per lineal foot**					
	Vendor: (AA)	**$48.70**	**$48.70**	**$48.70**	**$48.70**	**$48.70**
	Vendor: (AC)	**$18.50**	**$18.50**	**$18.50**	**$18.50**	**$18.50**
	Vendor: (AD)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	Vendor: (AE)	**$159.74**	**$159.74**	**$159.74**	**$159.74**	**$159.74**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
D. Wiring and Conduit price for power system <u>greater</u> than <u>500.1 kW</u>. Purchase and install wiring and conduit in conformance with most recently adopted NEC. Bidder shall provide prices for wiring and conduit on a per lineal foot basis for each of the system size classifications:						
38	**PV Array Junction to Inverter- Above or below grade – per lineal foot**					
	Vendor: (AA)	**$64.00**	**$64.00**	**$64.00**	**$64.00**	**$64.00**
	Vendor: (AC)	**$21.00**	**$21.00**	**$21.00**	**$21.00**	**$21.00**
	Vendor: (AD)	**$15.00**	**$15.00**	**$15.00**	**$15.00**	**$15.00**
	Vendor: (AE)	**$8.57**	**$8.57**	**$8.57**	**$8.57**	**$8.57**
	Vendor: (AF)	**$24.25**	**$24.25**	**$24.25**	**$24.25**	**$24.25**
39	**Inverter to Electrical Panel – per lineal foot**					
	Vendor: (AA)	**$64.00**	**$64.00**	**$64.00**	**$64.00**	**$64.00**
	Vendor: (AC)	**$22.50**	**$22.50**	**$22.50**	**$22.50**	**$22.50**
	Vendor: (AD)	**$17.00**	**$17.00**	**$17.00**	**$17.00**	**$17.00**
	Vendor: (AE)	**$39.94**	**$39.94**	**$39.94**	**$39.94**	**$39.94**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
	Vendor: (AG)	**$3.25**	**$3.25**	**$3.25**	**$3.25**	**$3.25**
40	**Utility Grid Interconnection – per lineal foot**					
	Vendor: (AA)	**$68.00**	**$68.00**	**$68.00**	**$68.00**	**$68.00**
	Vendor: (AC)	**$22.50**	**$22.50**	**$22.50**	**$22.50**	**$22.50**
	Vendor: (AD)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	Vendor: (AE)	**$159.74**	**$159.74**	**$159.74**	**$159.74**	**$159.74**
	Vendor: (AF)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
	Vendor: (AG)	**$7.50**	**$7.50**	**$7.50**	**$7.50**	**$7.50**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Additive Alternate No. 1 - Monitoring System						
A. Bidder shall provide a price for purchase and installation of monitoring hardware/software on a per system basis. Computer or internet connection shall be provided by agency. Data communications wiring to the computer hub is not included in this item, but will be purchased separately through the additive alternate for data communications wiring. Discounts may be given for larger sizes on a project by project basis. This is for a basic monitoring system to be set up on the Agency –provided stand-alone computer or Agency provided internet connection. Features for public display of data with graphics, etc. can be quoted as additional items.						
41	**Per Unit**					
	Vendor: (AA)	**$7,500.00**	**$7,500.00**	**$7,500.00**	**$7,500.00**	**$7,500.00**
	Vendor: (AB)	**$1,500.00**	**$1,500.00**	**$1,500.00**	**$1,500.00**	**$1,500.00**
	Vendor: (AC)	**$2,250.00**	**$2,250.00**	**$2,250.00**	**$2,250.00**	**$2,250.00**
	Vendor: (AD)	**0.30/W**	**0.30/W**	**0.30/W**	**0.30/W**	**0.30/W**
	Vendor: (AE)	**$2,500.00**	**$2,500.00**	**$2,500.00**	**$2,500.00**	**$2,500.00**
	Vendor: (AF)	**$3,850.00**	**$3,850.00**	**$3,850.00**	**$3,850.00**	**$3,850.00**
	Vendor: (AG)	**$1,250.00**	**$1,800.00**	**$2,000.00**	**$2,000.00**	**$2,000.00**
Additive Alternate No. 2 - Data Communications Wiring for Monitoring & Display Functions						
A. Bidder shall provide a price for purchase and installation of low voltage wiring on a per lineal foot basis. The wiring shall enable data communications originating at the inverter to the Ethernet hub which feeds the digital display unit and computer (provided by others), for monitoring and display functions of PV system performance shall include required wiring rating and conduit and shall conform to all applicable codes.						
42	**Per Lineal Foot, Data Communications Wiring mounted in or on building**					
	Vendor: (AA)	**$16.00**	**$16.00**	**$16.00**	**$16.00**	**$16.00**
	Vendor: (AB)	**$15.00**	**$15.00**	**$15.00**	**$15.00**	**$15.00**
	Vendor: (AC)	**$1.95**	**$1.95**	**$1.95**	**$1.95**	**$1.95**
	Vendor: (AD)	**$12.50**	**$12.50**	**$12.50**	**$12.50**	**$12.50**
	Vendor: (AE)	**$60.00**	**$60.00**	**$60.00**	**$55.00**	**$60.00**
	Vendor: (AF)	**$12.38**	**$12.38**	**$12.38**	**$12.38**	**$12.38**
	Vendor: (AG)	**$4.50**	**$4.50**	**$4.50**	**$4.50**	**$4.50**
43	**Per Lineal Foot, Data Communications Wiring below grade**					
	Vendor: (AA)	**$24.00**	**$24.00**	**$24.00**	**$24.00**	**$24.00**
	Vendor: (AB)	**$17.50**	**$17.50**	**$17.50**	**$17.50**	**$17.50**
	Vendor: (AC)	**$1.95**	**$1.95**	**$1.95**	**$1.95**	**$1.95**
	Vendor: (AD)	**$12.50**	**$12.50**	**$12.50**	**$12.50**	**$12.50**
	Vendor: (AE)	**$70.00**	**$70.00**	**$70.00**	**$65.00**	**$70.00**
	Vendor: (AF)	**$15.35**	**$15.35**	**$15.35**	**$15.35**	**$15.35**
	Vendor: (AG)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Additive Alternate No. 3 - Extend Warranty an Additional Five (5) Years						
Bidder shall provide a price for an extension for an additional five (5) year warranty on parts, equipment, and labor on a per installed system basis. The cost of the required five (5) year warranty for the base bid shall not be included in this item. Selection of this additive alternate extends the warranty to a total of seven (7) years from the date of installation completion. Travel for warranty work shall be included as a part of this item.						
A. Price per kW per year for systems with power system size up to 50 kW for each of the following support structures:						
44	**Fixed Pole Mount**					
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AD)	**$360.00**	**$360.00**	**$360.00**	**$360.00**	**$360.00**
	Vendor: (AE)	**$250.00**	**$250.00**	**$250.00**	**$200.00**	**$250.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
45	**Pole Mount Dual Axis Tracking**					
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AD)	**No Bid**	**No Bid**	**No Bid**	**No Bid**	**No Bid**
	Vendor: (AE)	**$300.00**	**$300.00**	**$300.00**	**$250.00**	**$300.00**
	Vendor: (AF)	**$42.30**	**$42.30**	**$42.30**	**$42.30**	**$42.30**
46	**Ground Mount Single Axis Tracking**					
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AD)	**$360.00**	**$360.00**	**$360.00**	**$360.00**	**$360.00**
	Vendor: (AE)	**$300.00**	**$300.00**	**$300.00**	**$250.00**	**$300.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
47	**Pitched roof Mount**					
	Vendor: (AA)	**$46.00**	**$46.00**	**$46.00**	**$46.00**	**$46.00**
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AD)	**$360.00**	**$360.00**	**$360.00**	**$360.00**	**$360.00**
	Vendor: (AE)	**$250.00**	**$250.00**	**$250.00**	**$200.00**	**$250.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
48	**Flat Roof Mount**					
	Vendor: (AA)	$50.00	$50.00	$50.00	$50.00	$50.00
	Vendor: (AB)	$150.00	$150.00	$150.00	$150.00	$150.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$360.00	$360.00	$360.00	$360.00	$360.00
	Vendor: (AE)	$250.00	$250.00	$250.00	$200.00	$250.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
49	**Ground Mount**					
	Vendor: (AA)	$50.00	$50.00	$50.00	$50.00	$50.00
	Vendor: (AB)	$150.00	$150.00	$150.00	$150.00	$150.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$360.00	$360.00	$360.00	$360.00	$360.00
	Vendor: (AE)	$250.00	$250.00	$250.00	$200.00	$250.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$360.00	$360.00	$360.00	$360.00	$360.00
50	**Carport Mount**					
	Vendor: (AA)	$60.00	$60.00	$60.00	$60.00	$60.00
	Vendor: (AB)	$150.00	$150.00	$150.00	$150.00	$150.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$360.00	$360.00	$360.00	$360.00	$360.00
	Vendor: (AE)	$250.00	$250.00	$250.00	$200.00	$250.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
B. Price per kW per year for systems with power system size from <u>50.1 to 100 kW</u> for each of the following support structures:						
51	**Fixed Pole Mount**					
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$200.00	$200.00	$200.00	$200.00	$200.00
	Vendor: (AE)	$75.00	$75.00	$75.00	$60.00	$75.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$71.30	$71.30	$71.30	$71.30	$71.30
52	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AE)	$95.00	$95.00	$95.00	$85.00	$95.00
	Vendor: (AF)	$42.30	$42.30	$42.30	$42.30	$42.30
	Vendor: (AG)	$400.00	$400.00	$400.00	$400.00	$400.00

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
53	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$200.00	$200.00	$200.00	$200.00	$200.00
	Vendor: (AE)	$95.00	$95.00	$95.00	$85.00	$95.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$19.20	$19.20	$19.20	$19.20	$19.20
54	**Pitched roof Mount**					
	Vendor: (AA)	$40.00	$40.00	$40.00	$40.00	$40.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$200.00	$200.00	$200.00	$200.00	$200.00
	Vendor: (AE)	$75.00	$75.00	$75.00	$60.00	$75.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$12.80	$12.80	$12.80	$12.80	$12.80
55	**Flat Roof Mount**					
	Vendor: (AA)	$44.00	$44.00	$44.00	$44.00	$44.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$200.00	$200.00	$200.00	$200.00	$200.00
	Vendor: (AE)	$75.00	$75.00	$75.00	$60.00	$75.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$19.20	$19.20	$19.20	$19.20	$19.20
56	**Ground Mount**					
	Vendor: (AA)	$44.00	$44.00	$44.00	$44.00	$44.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$200.00	$200.00	$200.00	$200.00	$200.00
	Vendor: (AE)	$75.00	$75.00	$75.00	$60.00	$75.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$19.20	$19.20	$19.20	$19.20	$19.20
57	**Carport Mount**					
	Vendor: (AA)	$52.00	$52.00	$52.00	$52.00	$52.00
	Vendor: (AC)	$48.50	$48.50	$48.50	$48.50	$48.50
	Vendor: (AD)	$200.00	$200.00	$200.00	$200.00	$200.00
	Vendor: (AE)	$75.00	$75.00	$75.00	$60.00	$75.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$12.80	$12.80	$12.80	$12.80	$12.80

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
C. Price per kW per year for systems with power system size from 100.1 to 500 kW for each of the following support structures:						
58	**Fixed Pole Mount**					
	Vendor: (AC)	**$43.65**	**$43.65**	**$43.65**	**$43.65**	**$43.65**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$60.00**	**$60.00**	**$60.00**	**$50.00**	**$60.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$19.20**	**$19.20**	**$19.20**	**$19.20**	**$19.20**
59	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	**$43.65**	**$43.65**	**$43.65**	**$43.65**	**$43.65**
	Vendor: (AE)	**$85.00**	**$85.00**	**$85.00**	**$70.00**	**$85.00**
	Vendor: (AF)	**$42.30**	**$42.30**	**$42.30**	**$42.30**	**$42.30**
	Vendor: (AG)	**$28.80**	**$28.80**	**$28.80**	**$28.80**	**$28.80**
60	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	**$40.95**	**$40.95**	**$40.95**	**$40.95**	**$40.95**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$85.00**	**$85.00**	**$85.00**	**$70.00**	**$85.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$28.80**	**$28.80**	**$28.80**	**$28.80**	**$28.80**
61	**Pitched roof Mount**					
	Vendor: (AA)	**$38.00**	**$38.00**	**$38.00**	**$38.00**	**$38.00**
	Vendor: (AC)	**$40.95**	**$40.95**	**$40.95**	**$40.95**	**$40.95**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$60.00**	**$60.00**	**$60.00**	**$50.00**	**$60.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$19.20**	**$19.20**	**$19.20**	**$19.20**	**$19.20**
62	**Flat Roof Mount**					
	Vendor: (AA)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	Vendor: (AC)	**$40.95**	**$40.95**	**$40.95**	**$40.95**	**$40.95**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$60.00**	**$60.00**	**$60.00**	**$50.00**	**$60.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$28.80**	**$28.80**	**$28.80**	**$28.80**	**$28.80**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
63	**Ground Mount**					
	Vendor: (AA)	$40.00	$40.00	$40.00	$40.00	$40.00
	Vendor: (AC)	$40.95	$40.95	$40.95	$40.95	$40.95
	Vendor: (AD)	$100.00	$100.00	$100.00	$100.00	$100.00
	Vendor: (AE)	$60.00	$60.00	$60.00	$50.00	$60.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$28.80	$28.80	$28.80	$28.80	$28.80
64	**Carport Mount**					
	Vendor: (AA)	$48.00	$48.00	$48.00	$48.00	$48.00
	Vendor: (AC)	$40.95	$40.95	$40.95	$40.95	$40.95
	Vendor: (AD)	$100.00	$100.00	$100.00	$100.00	$100.00
	Vendor: (AE)	$60.00	$60.00	$60.00	$50.00	$60.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$19.20	$19.20	$19.20	$19.20	$19.20
D. Price per kW per year for systems with power system size greater than 500.1 kW for each of the following support structures:						
65	**Fixed Pole Mount**					
	Vendor: (AC)	$40.50	$40.50	$40.50	$40.50	$40.50
	Vendor: (AD)	$75.00	$75.00	$75.00	$75.00	$75.00
	Vendor: (AE)	$45.00	$45.00	$45.00	$40.00	$45.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$25.60	$25.60	$25.60	$25.60	$25.60
66	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	$40.50	$40.50	$40.50	$40.50	$40.50
	Vendor: (AE)	$50.00	$50.00	$50.00	$45.00	$50.00
	Vendor: (AF)	$42.30	$42.30	$42.30	$42.30	$42.30
	Vendor: (AG)	$38.40	$38.40	$38.40	$38.40	$38.40
67	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	$35.95	$35.95	$35.95	$35.95	$35.95
	Vendor: (AD)	$75.00	$75.00	$75.00	$75.00	$75.00
	Vendor: (AE)	$50.00	$50.00	$50.00	$45.00	$50.00
	Vendor: (AF)	$35.65	$35.65	$35.65	$35.65	$35.65
	Vendor: (AG)	$38.40	$38.40	$38.40	$38.40	$38.40

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
68	**Pitched roof Mount**					
	Vendor: (AA)	**$34.00**	**$34.00**	**$34.00**	**$34.00**	**$34.00**
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	Vendor: (AE)	**$45.00**	**$45.00**	**$45.00**	**$40.00**	**$45.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**
69	**Flat Roof Mount**					
	Vendor: (AA)	**$34.00**	**$34.00**	**$34.00**	**$34.00**	**$34.00**
	Vendor: (AD)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	Vendor: (AE)	**$45.00**	**$45.00**	**$45.00**	**$40.00**	**$45.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$38.40**	**$38.40**	**$38.40**	**$38.40**	**$38.40**
70	**Ground Mount**					
	Vendor: (AA)	**$34.00**	**$34.00**	**$34.00**	**$34.00**	**$34.00**
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AE)	**$45.00**	**$45.00**	**$45.00**	**$40.00**	**$45.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$38.40**	**$38.40**	**$38.40**	**$38.40**	**$38.40**
71	**Carport Mount**					
	Vendor: (AA)	**$36.00**	**$36.00**	**$36.00**	**$36.00**	**$36.00**
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	Vendor: (AF)	**$35.65**	**$35.65**	**$35.65**	**$35.65**	**$35.65**
	Vendor: (AG)	**$25.60**	**$25.60**	**$25.60**	**$25.60**	**$25.60**

Additive Alternate No. 4 – Operations and Maintenance Plan for Five (5) year
Bidder shall provide a price for a five (5) year operations and maintenance plan on a per unit basis and a price per year basis. The maintenance plan shall be in effect for five (5) years starting from the date of the final acceptance inspection. The maintenance plan shall include labor and materials for the following: a) repairs and replacement of system components and equipment; c) system testing; and d) other tasks essential for system operation. The maintenance plan shall not include labor and materials for damage due to vandalism or acts of God. Travel costs for system maintenance shall be included as a part of this item. Maintenance can be different from troubleshooting. Troubleshooting shall be dealt with on an 'on-call' basis hourly rate with travel costs. The cost of the Maintenance Plan depends on the size of the system. The Maintenance System Plan shall be adequately described such that it is clear what is covered and what is not.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
A. Price per kW per year for systems with power system size up to 50 kW for each of the following support structures:						
72	**Fixed Pole Mount**					
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AF)	**$50.00**	**$63.00**	**$50.00**	**$50.00**	**$63.00**
	Vendor: (AG)	**$22.00**	**$22.00**	**$22.00**	**$22.00**	**$22.00**
73	**Pole Mount Dual Axis Tracking**					
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AE)	**$300.00**	**$300.00**	**$300.00**	**$250.00**	**$300.00**
	Vendor: (AF)	**$65.00**	**$83.00**	**$65.00**	**$65.00**	**$83.00**
74	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AE)	**$300.00**	**$300.00**	**$300.00**	**$250.00**	**$300.00**
	Vendor: (AF)	**$55.00**	**$70.00**	**$55.00**	**$55.00**	**$70.00**
	Vendor: (AG)	**$29.00**	**$29.00**	**$29.00**	**$29.00**	**$29.00**
75	**Pitched Roof Mount**					
	Vendor: (AA)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$250.00**	**$250.00**	**$250.00**	**$200.00**	**$250.00**
	Vendor: (AF)	**$45.00**	**$57.00**	**$45.00**	**$45.00**	**$57.00**
	Vendor: (AG)	**$22.00**	**$22.00**	**$22.00**	**$22.00**	**$22.00**
76	**Flat Roof Mount**					
	Vendor: (AA)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	Vendor: (AE)	**$250.00**	**$250.00**	**$250.00**	**$200.00**	**$250.00**
	Vendor: (AF)	**$45.00**	**$57.00**	**$45.00**	**$45.00**	**$57.00**
	Vendor: (AG)	**$22.00**	**$22.00**	**$22.00**	**$22.00**	**$22.00**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
77	**Ground Mount**					
	Vendor: (AA)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$250.00**	**$250.00**	**$250.00**	**$200.00**	**$250.00**
	Vendor: (AF)	**$40.00**	**$50.50**	**$40.00**	**$40.00**	**$50.50**
	Vendor: (AG)	**$24.00**	**$24.00**	**$24.00**	**$24.00**	**$24.00**
78	**Carport Mount**					
	Vendor: (AA)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	Vendor: (AB)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$250.00**	**$250.00**	**$250.00**	**$200.00**	**$250.00**
	Vendor: (AF)	**$50.00**	**$63.50**	**$50.00**	**$50.00**	**$63.50**
	Vendor: (AG)	**$24.00**	**$24.00**	**$24.00**	**$24.00**	**$24.00**
B. Price per kW per year for systems with power system size from <u>50.1 to 100 kW</u> for each of the following support structures:						
79	**Fixed Pole Mount**					
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$70.00**	**$70.00**	**$70.00**	**$60.00**	**$70.00**
	Vendor: (AF)	**$25.00**	**$29.00**	**$25.00**	**$25.00**	**$29.00**
	Vendor: (AG)	**$19.00**	**$19.00**	**$19.00**	**$19.00**	**$19.00**
80	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	**$48.50**	**$48.50**	**$48.50**	**$48.50**	**$48.50**
	Vendor: (AE)	**$95.00**	**$95.00**	**$95.00**	**$85.00**	**$95.00**
	Vendor: (AF)	**$50.00**	**$59.00**	**$50.00**	**$50.00**	**$59.00**
	Vendor: (AG)	**$22.00**	**$22.00**	**$22.00**	**$22.00**	**$22.00**
81	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$175.00**	**$175.00**	**$175.00**	**$175.00**	**$175.00**
	Vendor: (AE)	**$95.00**	**$95.00**	**$95.00**	**$85.00**	**$95.00**
	Vendor: (AF)	**$40.00**	**$47.00**	**$40.00**	**$40.00**	**$47.00**
	Vendor: (AG)	**$21.00**	**$21.00**	**$21.00**	**$21.00**	**$21.00**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
82	**Pitched roof Mount**					
	Vendor: (AA)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$70.00**	**$70.00**	**$70.00**	**$60.00**	**$70.00**
	Vendor: (AF)	**$18.00**	**$20.60**	**$18.00**	**$18.00**	**$20.60**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
83	**Flat Roof Mount**					
	Vendor: (AA)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$70.00**	**$70.00**	**$70.00**	**$60.00**	**$70.00**
	Vendor: (AF)	**$18.00**	**$20.60**	**$18.00**	**$18.00**	**$20.60**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
84	**Ground Mount**					
	Vendor: (AA)	**$54.00**	**$54.00**	**$54.00**	**$54.00**	**$54.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$70.00**	**$70.00**	**$70.00**	**$60.00**	**$70.00**
	Vendor: (AF)	**$16.00**	**$18.00**	**$16.00**	**$16.00**	**$18.00**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
85	**Carport Mount**					
	Vendor: (AA)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	Vendor: (AC)	**$45.50**	**$45.50**	**$45.50**	**$45.50**	**$45.50**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$70.00**	**$70.00**	**$70.00**	**$60.00**	**$70.00**
	Vendor: (AF)	**$20.00**	**$23.00**	**$20.00**	**$20.00**	**$23.00**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
C. Price per kW per year for systems with power system size from <u>100.1 to 500 kW</u> for each of the following support structures:						
86	**Fixed Pole Mount**					
	Vendor: (AC)	**$43.65**	**$43.65**	**$43.65**	**$43.65**	**$43.65**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$55.00**	**$55.00**	**$55.00**	**$50.00**	**$55.00**
	Vendor: (AF)	**$16.00**	**$17.65**	**$16.00**	**$16.00**	**$17.65**
	Vendor: (AG)	**$19.00**	**$19.00**	**$19.00**	**$19.00**	**$19.00**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
87	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	$43.65	$43.65	$43.65	$43.65	$43.65
	Vendor: (AE)	$80.00	$80.00	$80.00	$65.00	$80.00
	Vendor: (AF)	$40.00	$45.25	$40.00	$40.00	$45.25
	Vendor: (AG)	$22.00	$22.00	$22.00	$22.00	$22.00
88	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	$40.95	$40.95	$40.95	$40.95	$40.95
	Vendor: (AD)	$175.00	$175.00	$175.00	$175.00	$175.00
	Vendor: (AE)	$80.00	$80.00	$80.00	$65.00	$80.00
	Vendor: (AF)	$30.00	$33.75	$30.00	$30.00	$33.75
	Vendor: (AG)	$21.00	$21.00	$21.00	$21.00	$21.00
89	**Pitched roof Mount**					
	Vendor: (AA)	$56.00	$56.00	$56.00	$56.00	$56.00
	Vendor: (AC)	$40.95	$40.95	$40.95	$40.95	$40.95
	Vendor: (AD)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AE)	$55.00	$55.00	$55.00	$50.00	$55.00
	Vendor: (AF)	$16.00	$17.10	$16.00	$16.00	$17.10
	Vendor: (AG)	$18.00	$18.00	$18.00	$18.00	$18.00
90	**Flat Roof Mount**					
	Vendor: (AA)	$56.00	$56.00	$56.00	$56.00	$56.00
	Vendor: (AC)	$40.95	$40.95	$40.95	$40.95	$40.95
	Vendor: (AD)	$100.00	$100.00	$100.00	$100.00	$100.00
	Vendor: (AE)	$55.00	$55.00	$55.00	$50.00	$55.00
	Vendor: (AF)	$16.00	$17.10	$16.00	$16.00	$17.10
	Vendor: (AG)	$18.00	$18.00	$18.00	$18.00	$18.00
91	**Ground Mount**					
	Vendor: (AA)	$54.00	$54.00	$54.00	$54.00	$54.00
	Vendor: (AC)	$40.95	$40.95	$40.95	$40.95	$40.95
	Vendor: (AD)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AE)	$55.00	$55.00	$55.00	$50.00	$55.00
	Vendor: (AF)	$14.00	$14.90	$14.00	$14.00	$14.90
	Vendor: (AG)	$18.00	$18.00	$18.00	$18.00	$18.00
92	**Carport Mount**					

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
	Vendor: (AA)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	Vendor: (AC)	**$40.95**	**$40.95**	**$40.95**	**$40.95**	**$40.95**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$55.00**	**$55.00**	**$55.00**	**$50.00**	**$55.00**
	Vendor: (AF)	**$17.00**	**$18.20**	**$17.00**	**$17.00**	**$18.20**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
D. Price per kW per year for systems with power system size greater than 500.1 kW for each of the following support structures:						
93	**Fixed Pole Mount**					
	Vendor: (AC)	**$40.50**	**$40.50**	**$40.50**	**$40.50**	**$40.50**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$40.00**	**$40.00**	**$40.00**	**$35.00**	**$40.00**
	Vendor: (AF)	**$14.00**	**$14.90**	**$14.00**	**$14.00**	**$14.90**
	Vendor: (AG)	**$19.00**	**$19.00**	**$19.00**	**$19.00**	**$19.00**
94	**Pole Mount Dual Axis Tracking**					
	Vendor: (AC)	**$40.50**	**$40.50**	**$40.50**	**$40.50**	**$40.50**
	Vendor: (AE)	**$45.00**	**$45.00**	**$45.00**	**$40.00**	**$45.00**
	Vendor: (AF)	**$35.00**	**$39.50**	**$35.00**	**$35.00**	**$39.50**
	Vendor: (AG)	**$22.00**	**$22.00**	**$22.00**	**$22.00**	**$22.00**
95	**Ground Mount Single Axis Tracking**					
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$45.00**	**$45.00**	**$45.00**	**$40.00**	**$45.00**
	Vendor: (AF)	**$30.00**	**$33.75**	**$30.00**	**$30.00**	**$33.75**
	Vendor: (AG)	**$21.00**	**$21.00**	**$21.00**	**$21.00**	**$21.00**
96	**Pitched roof Mount**					
	Vendor: (AA)	**$56.00**	**$56.00**	**$56.00**	**$56.00**	**$56.00**
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$40.00**	**$40.00**	**$40.00**	**$35.00**	**$40.00**
	Vendor: (AF)	**$14.00**	**$14.90**	**$14.00**	**$14.00**	**$14.90**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
97	**Flat Roof Mount**					
	Vendor: (AA)	**$56.00**	**$56.00**	**$56.00**	**$56.00**	**$56.00**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	Vendor: (AE)	**$40.00**	**$40.00**	**$40.00**	**$35.00**	**$40.00**
	Vendor: (AF)	**$14.00**	**$14.90**	**$14.00**	**$14.00**	**$14.90**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
98	**Ground Mount**					
	Vendor: (AA)	**$54.00**	**$54.00**	**$54.00**	**$54.00**	**$54.00**
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$40.00**	**$40.00**	**$40.00**	**$35.00**	**$40.00**
	Vendor: (AF)	**$12.00**	**$12.70**	**$12.00**	**$12.00**	**$12.70**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
99	**Carport Mount**					
	Vendor: (AA)	**$54.00**	**$54.00**	**$54.00**	**$54.00**	**$54.00**
	Vendor: (AC)	**$35.95**	**$35.95**	**$35.95**	**$35.95**	**$35.95**
	Vendor: (AD)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$40.00**	**$40.00**	**$40.00**	**$35.00**	**$40.00**
	Vendor: (AF)	**$13.00**	**$13.80**	**$13.00**	**$13.00**	**$13.80**
	Vendor: (AG)	**$18.00**	**$18.00**	**$18.00**	**$18.00**	**$18.00**
	Additive Alternate No. 5 – On-Call Trouble Shooting/Repair					
	A. Troubleshooting shall be dealt with on an 'on-call' basis hourly rate with travel costs. Travel costs for system maintenance shall be included as a part of this item:					
100	**Electrician- per hour**					
	Vendor: (AA)	**$230.00**	**$230.00**	**$230.00**	**$230.00**	**$230.00**
	Vendor: (AB)	**$180.00**	**$180.00**	**$180.00**	**$180.00**	**$180.00**
	Vendor: (AC)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	Vendor: (AD)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AE)	**$145.00**	**$145.00**	**$145.00**	**$145.00**	**$145.00**
	Vendor: (AF)	**$155.00**	**$155.00**	**$155.00**	**$155.00**	**$155.00**
	Vendor: (AG)	**$115.00**	**$115.00**	**$145.00**	**$145.00**	**$145.00**
101	**Laborer- per hour**					

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
	Vendor: (AA)	**$210.00**	**$210.00**	**$210.00**	**$210.00**	**$210.00**
	Vendor: (AB)	**$100.00**	**$100.00**	**$100.00**	**$100.00**	**$100.00**
	Vendor: (AC)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	Vendor: (AD)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	Vendor: (AE)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	Vendor: (AF)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	Vendor: (AG)	**$85.00**	**$85.00**	**$105.00**	**$105.00**	**$105.00**
102	**Low voltage wiring technician- per hour**					
	Vendor: (AA)	**$230.00**	**$230.00**	**$230.00**	**$230.00**	**$230.00**
	Vendor: (AB)	**$120.00**	**$120.00**	**$120.00**	**$120.00**	**$120.00**
	Vendor: (AC)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	Vendor: (AD)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
	Vendor: (AE)	**$145.00**	**$145.00**	**$145.00**	**$145.00**	**$145.00**
	Vendor: (AF)	**$120.00**	**$120.00**	**$120.00**	**$120.00**	**$120.00**
	Vendor: (AG)	**$85.00**	**$85.00**	**$105.00**	**$105.00**	**$105.00**
103	**Programmer software system- per hour**					
	Vendor: (AA)	**$260.00**	**$260.00**	**$260.00**	**$260.00**	**$260.00**
	Vendor: (AB)	**$110.00**	**$110.00**	**$110.00**	**$110.00**	**$110.00**
	Vendor: (AC)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	Vendor: (AD)	**$150.00**	**$150.00**	**$150.00**	**$150.00**	**$150.00**
	Vendor: (AE)	**$145.00**	**$145.00**	**$145.00**	**$145.00**	**$145.00**
	Vendor: (AF)	**$145.00**	**$145.00**	**$145.00**	**$145.00**	**$145.00**
	Vendor: (AG)	**$120.00**	**$120.00**	**$145.00**	**$145.00**	**$145.00**
104	**Travel beyond 50 miles-per mile**					
	Vendor: (AA)	**$5.00**	**$5.00**	**$5.00**	**$5.00**	**$5.00**
	Vendor: (AB)	**$2.00**	**$2.00**	**$1.50**	**$2.00**	**$2.00**
	Vendor: (AC)	**$0.85**	**$0.85**	**$0.85**	**$0.85**	**$0.85**
	Vendor: (AD)	**$1.25**	**$1.25**	**$1.25**	**$1.25**	**$1.25**
	Vendor: (AE)	**$0.70**	**$0.70**	**$0.70**	**$0.70**	**$0.70**
	Vendor: (AF)	**$4.50**	**$4.50**	**$4.50**	**$4.50**	**$4.50**
	Vendor: (AG)	**$1.20**	**$1.20**	**$1.20**	**$1.20**	**$1.20**

Additive Alternate No. 6 – Energy Storage Systems (ESS)

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
A. The use of ESS is becoming a viable option for Governmental Agencies with the reduction in the price of Lithium Ion batteries. These systems are used for frequency regulation (avoiding peaks), spin reserve (picking up demand spikes immediately), time-of-use billing management, increased PV self-consumption and back-up power. They include engineering analysis to verify the economic justification for such a system including consideration of life cycle cost. Typical battery types include Lead Acid (LA) which can be sealed or not sealed and Lithium Ion. Voltage sag, off gassing, number of cycles in its life, adequate space, current utility pricing and battery prices are all important factors. They can be installed inside or outside of a building. Modifications to interior space to accommodate the batteries may be involved. Exterior modifications would require concrete pads and other possible structures. The building's electrical infrastructure may require updating. Equipment rental and additional permitting with electrical stamped drawings could be needed. Any additional scope to create a turnkey ESS is included in this scope. With the evolving technology, it is not practical to list all of the options. Thus this section is set up for discounts off of retail/market price/ published prices on all materials. Then labor categories are shown. Other scope (construction, electrical stamped drawings, equipment rental, interfacing with existing Building Management Systems, etc.) that is subcontracted can be marked up at 5% maximum for administrative costs. There will not be any additional Overhead and Profit allowed. All quotes will be broken down by the listed items. Items:						
105	**Software- percent off retail**					
	Vendor: (AA)	**2.5%**	**2.5%**	**2.5%**	**2.5%**	**2.5%**
	Vendor: (AB)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AC)	**10%**	**10%**	**10%**	**10%**	**10%**
	Vendor: (AD)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AE)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AF)	**1.5%**	**1.5%**	**1.5%**	**1.5%**	**1.5%**
	Vendor: (AG)	**10%**	**10%**	**10%**	**10%**	**10%**
106	**Hardware- percent off retail**					
	Vendor: (AA)	**2.5%**	**2.5%**	**2.5%**	**2.5%**	**2.5%**
	Vendor: (AB)	**8%**	**8%**	**8%**	**8%**	**8%**
	Vendor: (AC)	**10%**	**10%**	**10%**	**10%**	**10%**
	Vendor: (AD)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AE)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AF)	**1.5%**	**1.5%**	**1.5%**	**1.5%**	**1.5%**
	Vendor: (AG)	**10%**	**10%**	**10%**	**10%**	**10%**
107	**Other materials- percent off retail**					
	Vendor: (AA)	**2.5%**	**2.5%**	**2.5%**	**2.5%**	**2.5%**
	Vendor: (AB)	**8%**	**8%**	**8%**	**8%**	**8%**
	Vendor: (AC)	**10%**	**10%**	**10%**	**10%**	**10%**
	Vendor: (AD)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AE)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AF)	**1.5%**	**1.5%**	**1.5%**	**1.5%**	**1.5%**
	Vendor: (AG)	**10%**	**10%**	**10%**	**10%**	**10%**

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
108	Low voltage cabling technician- per hour					
	Vendor: (AA)	$250.00	$250.00	$250.00	$250.00	$250.00
	Vendor: (AB)	$120.00	$120.00	$120.00	$120.00	$120.00
	Vendor: (AD)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AE)	$110.00	$110.00	$110.00	$110.00	$110.00
	Vendor: (AF)	$120.00	$120.00	$120.00	$120.00	$120.00
	Vendor: (AG)	$85.00	$85.00	$105.00	$105.00	$105.00
109	Design/engineering- per hour					
	Vendor: (AA)	$280.00	$280.00	$280.00	$280.00	$280.00
	Vendor: (AB)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AD)	$195.00	$195.00	$195.00	$195.00	$195.00
	Vendor: (AE)	$225.00	$225.00	$225.00	$225.00	$225.00
	Vendor: (AF)	$165.00	$165.00	$165.00	$165.00	$165.00
	Vendor: (AG)	$125.00	$125.00	$125.00	$125.00	$125.00
110	Electrician- per hour					
	Vendor: (AA)	$270.00	$270.00	$270.00	$270.00	$270.00
	Vendor: (AB)	$180.00	$180.00	$180.00	$180.00	$180.00
	Vendor: (AD)	$150.00	$150.00	$150.00	$150.00	$150.00
	Vendor: (AE)	$110.00	$110.00	$110.00	$110.00	$110.00
	Vendor: (AF)	$155.00	$155.00	$155.00	$155.00	$155.00
	Vendor: (AG)	$115.00	$115.00	$145.00	$145.00	$145.00
111	Software programming- per hour					
	Vendor: (AA)	$300.00	$300.00	$300.00	$300.00	$300.00
	Vendor: (AB)	$180.00	$180.00	$180.00	$180.00	$180.00
	Vendor: (AD)	$150.00	$150.00	$150.00	$150.00	$150.00
	Vendor: (AE)	$110.00	$110.00	$110.00	$110.00	$110.00
	Vendor: (AF)	$165.00	$165.00	$165.00	$165.00	$165.00
	Vendor: (AG)	$120.00	$120.00	$145.00	$145.00	$145.00
112	In –house Laborer- per hour					
	Vendor: (AA)	$230.00	$230.00	$230.00	$230.00	$230.00
	Vendor: (AB)	$90.00	$90.00	$90.00	$90.00	$90.00
	Vendor: (AD)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AE)	$65.00	$65.00	$65.00	$65.00	$65.00
	Vendor: (AF)	$90.00	$90.00	$90.00	$90.00	$90.00
	Vendor: (AG)	$85.00	$85.00	$105.00	$105.00	$105.00

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
113	**In- house Carpenter- per hour**					
	Vendor: (AA)	$230.00	$230.00	$230.00	$230.00	$230.00
	Vendor: (AB)	$100.00	$100.00	$100.00	$100.00	$100.00
	Vendor: (AD)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AE)	$65.00	$65.00	$65.00	$65.00	$65.00
	Vendor: (AF)	$120.00	$120.00	$120.00	$120.00	$120.00
	Vendor: (AG)	$85.00	$85.00	$105.00	$105.00	$105.00

Additive Alternate No. 7 – Building Energy Management Systems

A. The Building Energy Management System controls the HVAC and electrical use for the building. This system would be used in conjunction with an ESS in order to regulate the use of grid power with solar generated power live or stored in batteries. Many government buildings already have such systems in place and have ESS software modules available. This additive would be for buildings without an existing system and would cover installing a controls monitoring system. Other scope (construction, electrical stamped drawings, equipment rental, etc.) that is subcontracted can be marked up at 5% maximum for administrative costs. There will not be any additional Overhead and Profit allowed. All quotes will be broken down by the listed items. Items:

114	**Software percent off retail**					
	Vendor: (AB)	5%	5%	5%	5%	5%
	Vendor: (AC)	10%	10%	10%	10%	10%
	Vendor: (AD)	5%	5%	5%	5%	5%
	Vendor: (AE)	5%	5%	5%	5%	5%
	Vendor: (AF)	1.5%	1.5%	1.5%	1.5%	1.5%
	Vendor: (AG)	10%	10%	10%	10%	10%
115	**Hardware percent off retail**					
	Vendor: (AB)	5%	5%	5%	5%	5%
	Vendor: (AC)	10%	10%	10%	10%	10%
	Vendor: (AD)	5%	5%	5%	5%	5%
	Vendor: (AE)	5%	5%	5%	5%	5%
	Vendor: (AF)	1.5%	1.5%	1.5%	1.5%	1.5%
	Vendor: (AG)	10%	10%	10%	10%	10%
116	**Other materials percent off retail**					
	Vendor: (AB)	5%	5%	5%	5%	5%
	Vendor: (AC)	10%	10%	10%	10%	10%
	Vendor: (AD)	5%	5%	5%	5%	5%
	Vendor: (AE)	5%	5%	5%	5%	5%
	Vendor: (AF)	1.5%	1.5%	1.5%	1.5%	1.5%
	Vendor: (AG)	10%	10%	10%	10%	10%

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
117	**Low voltage cabling technician hourly rate**					
	Vendor: (AB)	$120.00	$120.00	$120.00	$120.00	$120.00
	Vendor: (AD)	$125.00	$125.00	$120.00	$125.00	$125.00
	Vendor: (AE)	$110.00	$110.00	$110.00	$110.00	$110.00
	Vendor: (AF)	$120.00	$120.00	$120.00	$120.00	$120.00
	Vendor: (AG)	$85.00	$85.00	$105.00	$105.00	$105.00
118	**Design/engineering hourly rate**					
	Vendor: (AB)	$125.00	$125.00	$125.00	$125.00	$125.00
	Vendor: (AD)	$100.00	$100.00	$100.00	$100.00	$100.00
	Vendor: (AE)	$225.00	$225.00	$225.00	$225.00	$225.00
	Vendor: (AF)	$165.00	$165.00	$165.00	$165.00	$165.00
	Vendor: (AG)	$125.00	$125.00	$125.00	$125.00	$125.00
119	**Electrician hourly rate**					
	Vendor: (AB)	$180.00	$180.00	$180.00	$180.00	$180.00
	Vendor: (AD)	$150.00	$150.00	$145.00	$150.00	$150.00
	Vendor: (AE)	$110.00	$110.00	$110.00	$110.00	$110.00
	Vendor: (AF)	$155.00	$155.00	$155.00	$155.00	$155.00
	Vendor: (AG)	$115.00	$115.00	$145.00	$145.00	$145.00
120	**Software programming hourly rate**					
	Vendor: (AB)	$180.00	$180.00	$180.00	$180.00	$180.00
	Vendor: (AD)	$150.00	$150.00	$145.00	$150.00	$150.00
	Vendor: (AE)	$110.00	$110.00	$110.00	$110.00	$110.00
	Vendor: (AF)	$165.00	$165.00	$165.00	$165.00	$165.00
	Vendor: (AG)	$120.00	$120.00	$145.00	$145.00	$145.00

Additive Alternate No. 8 – Carport Structures

A. The carport structure may not be in place for many of the Agencies. The carport structure specifications are discussed in previous sections. They need to be designed and the drawings stamped by a structural engineer. If subcontractors are used for parts of this construction, three quotes shall be obtained and presented. Markup is allowed to cover administrative costs on subcontractor quotes and equipment rental quotes. Permit costs will be allowed at cost with no markup. Any work listed below that is not self-performed may be shown as 'no bid'. If this alternate is not offered by the vendor, leave this section blank.

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
121	**Materials- percent off retail**					
	Vendor: (AA)	5.00%	5.00%	5.00%	5.00%	5.00%
	Vendor: (AB)	3%	3%	3%	3%	3%
	Vendor: (AC)	5%	5%	5%	5%	5%
	Vendor: (AE)	5%	5%	5%	5%	5%
	Vendor: (AF)	2.5%	2.5%	2.5%	2.5%	2.5%
	Vendor: (AG)	5%	5%	5%	5%	5%
122	**Concrete- labor- per hour**					
	Vendor: (AA)	$80.00	$80.00	$80.00	$80.00	$80.00
	Vendor: (AB)	$100.00	$100.00	$100.00	$100.00	$100.00
	Vendor: (AC)	$60.00	$60.00	$60.00	$60.00	$60.00
	Vendor: (AD)	$80.00	$80.00	$70.00	$80.00	$80.00
	Vendor: (AE)	$65.00	$65.00	$65.00	$65.00	$65.00
	Vendor: (AF)	$65.00	$65.00	$65.00	$65.00	$65.00
	Vendor: (AG)	$85.00	$85.00	$85.00	$85.00	$85.00
123	**Steel Erector- labor –per hour**					
	Vendor: (AA)	$80.00	$80.00	$80.00	$80.00	$80.00
	Vendor: (AB)	$150.00	$150.00	$150.00	$150.00	$150.00
	Vendor: (AC)	$60.00	$60.00	$60.00	$60.00	$60.00
	Vendor: (AD)	$110.00	$110.00	$105.00	$110.00	$110.00
	Vendor: (AE)	$85.00	$85.00	$85.00	$85.00	$85.00
	Vendor: (AF)	$72.00	$72.00	$72.00	$72.00	$72.00
	Vendor: (AG)	$85.00	$85.00	$85.00	$85.00	$85.00
124	**Laborer- per hour**					
	Vendor: (AA)	$70.00	$70.00	$70.00	$70.00	$70.00
	Vendor: (AB)	$90.00	$90.00	$90.00	$90.00	$90.00
	Vendor: (AC)	$45.00	$45.00	$45.00	$45.00	$45.00
	Vendor: (AD)	$90.00	$90.00	$85.00	$90.00	$90.00
	Vendor: (AE)	$65.00	$65.00	$65.00	$65.00	$65.00
	Vendor: (AF)	$48.00	$48.00	$48.00	$48.00	$48.00
	Vendor: (AG)	$85.00	$85.00	$85.00	$85.00	$85.00
125	**Design/engineering- per hour**					
	Vendor: (AA)	$350.00	$350.00	$350.00	$350.00	$350.00
	Vendor: (AB)	$125.00	$125.00	$125.00	$125.00	$125.00

Docusign Envelope ID: 31DBEA51-6FB0-45CB-821F-892F12898E45

Item	Article/Description	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
	Vendor: (AC)	**$120.00**	**$120.00**	**$120.00**	**$120.00**	**$120.00**
	Vendor: (AD)	**$100.00**	**$100.00**	**$98.00**	**$100.00**	**$100.00**
	Vendor: (AE)	**$225.00**	**$225.00**	**$225.00**	**$225.00**	**$225.00**
	Vendor: (AF)	**$175.00**	**$175.00**	**$175.00**	**$175.00**	**$175.00**
	Vendor: (AG)	**$125.00**	**$125.00**	**$125.00**	**$125.00**	**$125.00**
126	**Markup on subcontractor work- percent**					
	Vendor: (AA)	**20%**	**20%**	**20%**	**20%**	**20%**
	Vendor: (AB)	**15%**	**15%**	**15%**	**15%**	**15%**
	Vendor: (AC)	**12%**	**12%**	**12%**	**12%**	**12%**
	Vendor: (AD)	**10%**	**10%**	**10%**	**10%**	**10%**
	Vendor: (AE)	**15%**	**15%**	**15%**	**15%**	**15%**
	Vendor: (AF)	**20%**	**20%**	**20%**	**20%**	**20%**
	Vendor: (AG)	**20%**	**20%**	**20%**	**20%**	**20%**
127	**Markup on Equipment rental**					
	Vendor: (AA)	**20%**	**20%**	**20%**	**20%**	**20%**
	Vendor: (AB)	**10%**	**10%**	**10%**	**10%**	**10%**
	Vendor: (AC)	**12%**	**12%**	**12%**	**12%**	**12%**
	Vendor: (AD)	**5%**	**5%**	**5%**	**5%**	**5%**
	Vendor: (AE)	**15%**	**15%**	**15%**	**15%**	**15%**
	Vendor: (AF)	**20%**	**20%**	**20%**	**20%**	**20%**
	Vendor: (AG)	**15%**	**15%**	**15%**	**15%**	**15%**

***** 127 Items Total *****

Certificate Of Completion

Envelope Id: 31DBEA51-6FB0-45CB-821F-892F12898E45
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 47
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 10.103.81.137

Record Tracking

Status: Original
5/1/2025 9:07:03 AM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Johnny DeSha johnny.desha@gsd.nm.gov Procurement Specialist Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/1/2025 9:09:55 AM Viewed: 5/1/2025 9:10:43 AM Signed: 5/1/2025 9:12:43 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:13:20 AM ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/1/2025 9:12:52 AM Viewed: 5/1/2025 9:17:55 AM Signed: 5/1/2025 9:18:03 AM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
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: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/1/2025 9:18:09 AM Viewed: 5/1/2025 9:47:33 AM Signed: 5/1/2025 9:47:42 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

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	5/1/2025 9:09:55 AM
Certified Delivered	Security Checked	5/1/2025 9:47:33 AM
Signing Complete	Security Checked	5/1/2025 9:47:42 AM
Completed	Security Checked	5/1/2025 9:47:42 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.

PACKET_PPC_BRAIN Amend #1_ $589730.06_05 14 2025

Final Audit Report 2025-06-11

Created:	2025-06-11
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcMf8bhRKCV4z6SixXlCNNKPYUx4rCSjO

"PACKET_PPC_BRAIN Amend #1_$589730.06_05 14 2025" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-11 - 5:01:26 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-06-11 - 5:05:04 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-06-11 - 5:29:17 PM GMT- IP address: 98.60.115.216

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-06-11 - 6:24:46 PM GMT - Time Source: server- IP address: 98.60.115.216

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-11 - 6:24:50 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-11 - 7:03:05 PM GMT- IP address: 174.205.166.27

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-06-11 - 7:03:34 PM GMT - Time Source: server- IP address: 174.205.166.27

Document emailed to rawheeler@santafenm.gov for signature
2025-06-11 - 7:03:38 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-06-11 - 7:07:42 PM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-06-11 - 7:08:21 PM GMT- IP address: 76.18.67.54

Powered by Adobe Acrobat Sign

Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2025-06-11 - 7:08:23 PM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.

2025-06-11 - 7:08:23 PM GMT

Powered by
Adobe
Acrobat Sign

CITY OF SANTA FE

Date: June 11, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director
RW (Jun 12, 2025 11:08 MDT)
Jesse Roach, Interim Public Utilities Director
Sam Burnett, Facilities Division Director
Debora Trujillo, Interim Environmental Services Director
DEBORA TRUJILLO (Jun 12, 2025 08:31 MDT)

Subject: Amendment #2 for Term Extension for Design of Administrative Offices and Maintenance Facility

Vendor Name: Huitt-Zollars, Inc.

Vendor Number: 2705

ACTION:
Request for Approval of Amendment No. 2 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. for the Design of Administrative Offices and Maintenance Facility to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:
The original Munis Contract Number is 3204322.

BACKGROUND AND SUMMARY:
On August 30, 2023, the City approved a contract with Huitt-Zollars, Inc. for the design of the Environmental Services Division Administrative Offices and Maintenance Facility. Amendment No. 1 was approved in June 2024 for additional scope to design the entry road and make some minor changes to the building design. Unfortunately, due to significant staffing changes in ESD, this design project has fallen behind and additional time is needed to complete the work. ESD has asked the Facilities Management Division to take on management of the project. Amendment No. 2 will extend the term of the contract for an additional year, to June 30, 2026.

The intent is to design a safe, functional workplace for ESD staff, with room for safety training, adequate office and meeting space, and a modern CNG-compliant maintenance facility and wash bay, which will allow more vehicle maintenance to be performed in-house, reducing the cost of repairs and maintenance, and improving preventative maintenance.

ATTACHMENTS:
Amendment No. 2
Current Certificates of Insurance
Amendment No. 1
Original Professional Services Agreement

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Environmental Services/510
Munis Org Name/Number: Admin/Operations/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The original contract was procured via Request for Proposal 23/52/P, which was advertised on March 30, 2023, in the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

Chief Procurement Officer (CPO)/Designee: _____ Date: 06/23/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-111

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: JOHN BURNETT (Jun 12, 2025 08:42 MDT)

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number ESD2451001
Approval: Jesse Belden Title: Controller Date: 06/12/2025
Comment/Exceptions: _____

Item# _____
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES CONTRACT
ITEM# 23-0544

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, 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 design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

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

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **June 30, 2026**, 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.

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/CITY MAYOR

DATE:_____

CONTRACTOR:
Huitt-Zollars, Inc.

John Jarrard
John Jarrard (Jun 10, 2025 09:18 MDT)
JOHN JARRARD/VICE PRESIDENT

DATE: 06/10/2025
NMBTIN# 02 279 106 000

ATTEST:

_____
ANDREA SALAZAR/CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 11, 2025 10:44 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER/FINANCE DIRECTOR

Huitt Zollars Amend 2

Final Audit Report 2025-06-11

Created:	2025-06-10
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfZvItMroTjIsEm4Tp8iBNFDBtIWd8I7p

"Huitt Zollars Amend 2" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-10 - 3:10:08 PM GMT- IP address: 63.232.20.2

Document emailed to John Jarrard (jjarrard@huitt-zollars.com) for signature
2025-06-10 - 3:10:44 PM GMT

Email viewed by John Jarrard (jjarrard@huitt-zollars.com)
2025-06-10 - 3:16:18 PM GMT- IP address: 13.93.232.132

Document e-signed by John Jarrard (jjarrard@huitt-zollars.com)
Signature Date: 2025-06-10 - 3:18:04 PM GMT - Time Source: server- IP address: 4.36.160.154

Document emailed to klnault@santafenm.gov for signature
2025-06-10 - 3:18:05 PM GMT

Email viewed by klnault@santafenm.gov
2025-06-11 - 4:44:35 PM GMT- IP address: 172.59.1.12

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-11 - 4:44:48 PM GMT- IP address: 172.59.1.12

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-11 - 4:44:50 PM GMT - Time Source: server- IP address: 172.59.1.12

Agreement completed.
2025-06-11 - 4:44:50 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2025

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 Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	**CONTACT NAME:** Stacy Brimer **PHONE (A/C, No, Ext):** 972-770-1689 **FAX (A/C, No):** 972-376-8108 **E-MAIL ADDRESS:** Stacy.Brimer@MarshMMA.com
INSURED HUITTZOL Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Underwriters Insurance Company — 30104 **INSURER C :** Hartford Fire Insurance Company — 19682 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 87525147 **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 Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			46UUNOL6HGL	9/1/2024	9/1/2025	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 $ 300,000 $ 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 X Coll $1k/$2k X Comp $1k/$2k			46UENOL5276	9/1/2024	9/1/2025	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			46XHUOL6HJF	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
B	**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		46WEOL6H1G	9/1/2024	9/1/2025	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
A C A	Hired Car Physical Dam: $100,000 Employee Theft Valuable Papers			46UENOL5276 KB 067367124 46UUNOL6HGL	9/1/2024 9/1/2024 9/1/2024	9/1/2025 9/1/2025 9/1/2025	Hired PD Comp/Coll Employee Theft Included in BPP Limit	Ded $1,000/$1,000 Limit: $1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2025

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant **PHONE (A/C, No, Ext):** (214) 323-4602 **FAX (A/C, No):** (214) 503-8899 **E-MAIL ADDRESS:** RSCcertrequest@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** AXIS Surplus Insurance Company — 26620
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 83994975 **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	
	ANYPROPRIETOR/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 Liability Pollution Liability		✓	EBZ665006/01/2025	1/23/2025	1/23/2026	Per Claim Annual Aggregate	$1,000,000 $1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
A waiver of subrogation is shown in favor of the City of Santa Fe Environmental Services Division that apply on all policies as required by written contract. Re: HZ Project #R316395.01 – City of Santa Design of Admin Offices and Maintenance Facility.

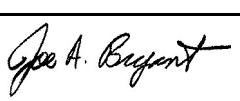
CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
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



Joe Bryant

© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Santa Fe New Mexico

Memorandum

DATE: May 20, 2024

TO:
Public Utilities/Public Works	(May 20, 2024)
Finance Committee	(May 28, 2024)
Governing Body	(May 29, 2024)

VIA: John Blair, City Manager
Emily Oster, Finance Director
Andy Hopkins, Budget Officer
Travis Dutton-Leyda, Chief Procurement Officer
John E. Dupuis, Public Utilities Department Director

JD

FROM: Lawrence M. Garcia, ESD Fleet Manager

LG

LG

RE: Request for Approval for Amendment No. 1 for increase work on the Design of Administrative Offices and Maintenance Facility

ITEM OF ISSUE:

Recommendation of approval for Amendment No. 1 to Professional Services Agreement for the Design of Administrative Offices and Maintenance Facility with Huitt-Zollars Inc. an increase of $247,899.00 for a total contract amount of $1,223,071.12 including Gross Receipt Taxes. Lawrence Garcia (lmgarcia@santafenm.gov) 505-955-2241

BACKGROUND AND SUMMARY:

On August 30, 2023, the city approved a contract with Huitt Zollars Inc. for the Design of Administrative Offices and Maintenance Facility.

The Environmental Services Division (ESD) did not include cost for the design of the entry road, Amendment No. 1 will provide for the design of the entry road and some minor changes to the initial requirement and extend the term for one additional year to assure completion.

This proposal is to create a design for a safe and functional workplace for ESD, including staff safety training, adequate office and meeting spaces, and a modern CNG-compliant maintenance facility and vehicle wash bay. When built, this would allow more vehicle maintenance to be performed in-house, which will reduce the cost of repairs and maintenance, and increase the ability to perform preventative maintenance. The new facility will be designed to accommodate current and future needs, based on projected growth of the City of Santa Fe.

PROCUREMENT METHOD:

The procurement method was a request for proposal 23/52/P which was advertised on March 30, 2023, on the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

CONTRACT NUMBER:

Munis contract # 3204186

FUNDING SOURCE:

Fund Name/Number: Environmental Services Fund 510
Munis Name/Number: Admin/Operation/5100345
Munis Object Name/Number: WIP/572960

ACTION REQUESTED:

The Public Utilities Department/Environmental Services Division respectfully requests approval to amend professional service agreement Item 323-0544 in the total amount of$247,899. for the Design of Administrative Offices and Maintenance Facility, with Huitt-Zollars Inc. in the total contract amount of $1,223,071.12 Inclusive of gross receipt taxes.

Attachment:

1. Amendment No. 1, approved as to form.
2. Letter of intent from Huitt Zollars.
3. Professional Services Agreement approved.
4. Procurement checklist
5. Summary of Contract
6. Vendor W-9
7. Certificate of Insurance Naming the City as second insured
8. City of Santa Fe Business License

Item# 24-0357
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #23-0544

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Design of PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, 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 design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

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. SCOPE OF SERVICES

Article 1 of the Contract is amended to include the following:

Contractor to provide design of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' design will be built to City standards, including pavement design, grading, and drainage. The road design of several driveways entrances to accommodate the existing warehouses and existing Compressed Natural Gas compression facility. Design utilities layout to serve the new operation and maintenance facility as required. The design must include fences along both sides of the road

with gates as required to allow access to the current warehouses.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of two hundred forty-seven thousand eight hundred nighty-nine dollars ($247,899), 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 a rate of one million one hundred twenty-seven thousand eight hundred ninety-nine dollars ($1,127,899), based upon deliverables, such compensation not to exceed ($1,127,899), including gross receipt tax. The New Mexico gross receipts tax levied on the amount payable under this Agreement totaling ($95,172.12) 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 two hundred twenty-three thousand seventy-one dollars and twelve cents (1,223,071.12). 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 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 these services in excess of the total compensation amount being provided.**

3. TERM:

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

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement does not exceed a total amount of (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

34. 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: Jun 4, 2024

CONTRACTOR:
Huitt-Zollars, Inc.

John Jarrard
John Jarrard (Apr 26, 2024 08:34 MDT)

JOHN JARRARD, VICE PRESIDENT

DATE: Apr 26, 2024

CRS# 75-1500178

Registration # 223498

ATTEST:

Alan Webber (Jun 4, 2024 12:04 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 26, 2024 08:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

HUITT ZOLLARS

April 14, 2024

Mr. Lawrence Garcia
Maintenance Manager
City of Santa Fe
Environmental Services Division
1142 Silar Road
Santa Fe, NM 87507

RE: Additional Design Services for ESD Operations and Maintenance Facility

Dear Lawrence,

Huitt-Zollars is pleased to provide the following fee proposal for additional design services for the above reference project. Per our recent meeting and discussions, I have developed the proposed fee as indicated below. A breakdown of these fees are included on the attached spreadsheet.

SCOPE OF ADDITIONAL SERVICES

NEW ENRTY DRIVE

Provide design services for the construction of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' wide road will be built to City of Santa Fe standards, including pavement deign, grading and drainage, etc. The road will require several driveway entrances to accommodate the existing warehouses and the existing CNG fueling facility. Utilities to serve the new O & M Facility will be installed as required within the ROW of this new road as a part of this project. The road will be fenced along both sides of the road with gates as required to allow access to the warehouses.

Design Services

Pre-Design Meetings and Weekly Project Team Coordination

- Schedule and facilitate a pre-design meeting with the Client and applicable City of Santa Fe Departments

Drainage Analysis Report

Prepare, submit and process for approval Drainage Report for approval by the City.

Infrastructure Improvement Plans (60%, 90% Completion):

Prepare and submit Infrastructure Improvement Plans thru the City.

ALBUQUERQUE OFFICE
HUITT-ZOLLARS, INC. 6501 Americas Pkwy. NE, Suite 830, Albuquerque, NM 87110
O: 505.883.8114
F: 505.883.5022
HUITT-ZOLLARS.COM

Survey Services

Easement Plat

Category existing documents and perform required field surveys to confirm record boundary.
Perform a boundary survey on three (3) parcels which are

Not Addressed - Tract 1 T17N R9E Sec 33
2950 Aqua Fria Street - Tract 69-303 Being Parcel 2 T17N R9E Sec 33
1142 Rufina Street – T17N R9E Sec 33

Easement Plat Processing

Prepare, submit and process preliminary and final plat thru City.

Design Survey

Utilize City survey monuments and establish project control.
Prepare a design level survey of project limits. Survey will include control, surface features, underground data for sanitary sewer and storm drain.
Reduce data and develop project base map.

DESIGN REVISIONS FOR FIELD OPERATIONS

Provided design services for the additional space required for the Field Operations functions in the new Operations Facility. This will include 6 administration offices, employee break room, training room, with kitchenette for 80 staff members, conference room, lockers and toilet rooms to accommodate up to 85 drives. The fee for this scope of work is included on the attached spreadsheet.

PROJECT PHASING

Provide design services for phasing the design and construction of the project. The phasing of the project is requested to allow biding and construction of the project to match available funding, as necessary. The Maintenance Building and associated site work will be identified as Phase One and the Operations Building and all associated site work, including the entry drive, will be identified as Phase Two. The drawings will be prepared such that a separate bid can be provided for each phase. The fee breakdown also includes the additional time to develop bid packages for each phase separately and for the added time for construction administration, due to the extended construction period.

Huitt-Zollars' total fee for the additional design services outlined above and as indicated on the attached spreadsheet is a lump sum of $247,899.00. New Mexico Gross Receipts Tax and reimbursable expenses will be invoiced in addition to these professional fees. All services will be invoiced monthly based on a percentage of work completed. We look forward to continuing our working relationship with you and the Environmental Services Division and are ready to start the work. Please do hesitate in calling me if you have any questions or need any additional information.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

Huitt-Zollars, Inc.

John Jarrard, AIA
Vice President

Additional Design Services for
ESD Operations & Maintenance Facility
City of Santa Fe

Manhour Estimate

April 14, 2020

			NZ PM	NZ Civil	NZ CADD Tech	Mech Civil	Elec CADD Tech	MEP CADD	NZ WP
SCOPE OF SERVICES									
Field Verification / As Built Documentation			8	8	24				
Meetings with City Departments			4	16					
Drainage Analysis			12	20	32				
Preliminary Design Documents			8	80	120				20
Design Review Meetings			8	8					
Final Design Documents			8	65	360				20
Construction Administration			8	80	80				
Total Hours			56	277	616				40
Hourly Rate			$ 220.00	$ 211.00	$ 113.00				$ 113.00
TOTAL	$	140,575.00	$ 12,320.00	$ 58,447.00	$ 69,608.00	$ -	$ -	$ -	$ 4,520.00
Geotechnical Report	$	16,400.00							
Topographic Survey	$	12,900.00							
TOTAL COST	$	169,875.00							
FIELD CONSTRUCTION REVISIONS									
Update All Drawings			16		80	12	16	80	
Total Hours			16	0	80	12	16	80	0
Hourly Rate			$ 220.00	$ 211.00	$ 113.00	$ 229.00	$ 229.00	$ 113.00	$ 113.00
TOTAL	$	27,760.00	$ 3,520.00	$ -	$ 9,040.00	$ 2,748.00	$ 3,664.00	$ 9,040.00	$ -
PERMITTING PLANS									
Update Drawings			8	16	24	16	16	40	24
Extended CA Services			32	24	16	32	24	24	
Total Hours			40	40	40	48	40	64	24
Hourly Rate			$ 220.00	$ 211.00	$ 113.00	$ 229.00	$ 229.00	$ 113.00	$ 113.00
TOTAL	$	31,084.00	$ 8,800.00	$ 8,440.00	$ 4,520.00	$ 10,992.00	$ 9,160.00	$ 7,232.00	$ 2,712.00
TOTAL FEE	$	247,699.00							

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 **Hultt-Zollars, 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 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 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 professional service, rendering services related to Building Design for the City, 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:

Design a Fleet Maintenance facility with a Compressed Natural Gas Compliant (CNGC) H-2 designation which meets all local, state, and federal regulations, to include a minimum of four drive through bays to accommodate up to eight vehicles. The maintenance facility shall include, but is not limited to, a room to store parts and equipment, oil storage area, two pits for truck lifts, overhead piping for all fluids, overhead crane trolley, a vehicle exhaust system, and a standalone truck wash bay. The Maintenance area will house seven staff members and will require three administrative offices. Included within the same building and separated by an interior wall, a facility for field operations supervisor/managerial staff to include but not limited to, six administrative offices, a training room with kitchen to accommodate eighty staff members for meetings, breaks/meals, restrooms with showers and lockers for fifty-six drivers.

Design will also include an administration facility to include but not limited to, a public foyer with service window which meets American with Disabilities Act, and all local, state, and federal

regulations. Administrative offices to accommodate fourteen staff personnel, a conference room, a break area with kitchenette, restroom facility, storage spaces, and utilities closets.

The facility design shall incorporate innovative elements equivalent to gold leadership in Energy and Environmental Design (LEED) rating system for new construction standards, including but not limited to, alternative water, energy efficiency and renewable energy technologies.

The design will also include geotechnical inspection and report; environmental and cultural investigation and report; professional survey to determine existing grades and utilities; existing utility locates to support the design, construction drawings and specifications; and a building access layout such as sidewalks, parking areas, and storm and surface water retention areas.

The proposed facilities shall be designed to create safe and functional working space for the Environmental Services Division (ESD). Contractor to work with Procurement Manager, Project Manager and Designated representatives to determine the requirements of the facility.

A. Programing.

Schedule kick-off meeting to include the Procurement Manager, Project Manager, and designated City staff representatives to understand the goals and requirements of the scope of work, project goals, and requirements.

Schedule and attend meetings for written schedule updates, innovative alternative, and project summary. These meetings may be weekly, biweekly, or monthly as required to meet the contract requirements. The meetings shall be either virtual or in-person as appropriate to achieve goals and project requirements.

Written narrative for required upgrades to proposed property and provide a written summary to the procurement manager and project manager, to assure all facilities meet the requirements set forth by the City.

Provide directives on the most advantageous design and construction applications.

Prepare Written geotechnical investigation report as required by local, state, and federal regulations.

Prepare Written cultural investigation report as required by local, state, and federal regulations.

Provide professional survey of the site to determine property boundaries, existing grades, features and utility locations.

B. Schematic Design.

Written project summary, including narrative report an all-design aspects of the proposed facilities

Written summary of site analysis of the existing and proposed plans to meet the design requirements.

Written basic floor plans for each level of the facilities.

Basic furniture, and equipment layout of the proposed facilities.

Multiple sections and elevations for all buildings.

Review and adhere to all building code & local regulations that might be impacted by project.

Include a narrative of incorporated equipment which shall be included in the construction.

C. Design development.

Updated site plan(s) including operational equipment:

Floor plans, building sections, and building elevations.

Reflected ceiling plan(s) including operational equipment.

Provide finish, window, and door schedules/design.

Provide details of key ideas,

Preliminary electrical, plumbing, heating, ventilation, and air conditioning, communications, and fire protection plans, and recommended fixtures and furniture.

Equipment included in construction.

Parking structures, including sidewalks, and surface and stormwater retention.

Draft project manual with division 1 specifications and table of contents for all other divisions.

A complete set of construction drawings (ready for permits, and construction); floor plans, ceiling plans, electrical, communications/It, mechanical, plumbing, fire protection and all necessary elevations, details/sections, and finish specifications.

Provide complete project manual including instructions to billers (ITB), division 1 and all other specification sections necessary to construct a complete project.

Lead public outreach efforts per City of Santa Fe Emergency News Network (ENN) Requirements.

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 at the rate of eight hundred eighty thousand dollars ($880,000), based upon deliverables. such compensation not to exceed ($880,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($74,254.40) 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 ($954,254.40). 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). The City reserves the right to renew the contract on an annual basis by mutual Agreement does not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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 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.

6. **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.

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.

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.

Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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.

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:

Lawrence Garcia
1142 Siler Road
Santa Fe, NM 87507
lmgarcia@santafenm.gov

To the Contractor:

Huitt-Zollars Inc.
John L Jarrard, Vise President
6501 American Pkwy NE Suite 830
Albuquerque, NM 87110-5308

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 M. WEBBER, MAYOR

DATE:

CONTRACTOR:
Huitt-Zollars Inc.

Joseph M. Gallegos
Joseph M. Gallegos (Aug 2, 2023 07:54 MDT)

JOHN L. JARRARD, VICE PRESIDENT

DATE: Aug 2, 2023

CRS# 75-1500178
Registration #2234987

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 08/30/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 7, 2023 17:29 MDT)

EMILY OSTER, FINANCE DIRECTOR
BSD FUND 510/5100346
Org. Name/Org#. 512960

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Huitt Zollars Inc.

Procurement/contract Title: Design of Administrative and Maintenance Facility

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other:

Requesting Department: Public Utilities

Staff Name: Lawrence Garcia LG

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	Written Determination (srvs)	☐	☒	Quote(s) (3 Valid & Current for Over 20k)
☐	☒	RFP - Confidential info to be provided to GB by CPD Buyer	☐	☒	BAR
☐	☒	ITB (include bid tab)	☐	☒	FIR
☒	☐	Other: City of Santa Business License	☒	☐	Certificate of Insurance (srvs)
☐	☒	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)			
☐	☒	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
☒	☐	Summary of Contract (only on contracts)			
☒	☐	Current Santa Fe Business Registration (or Exemption if no tax)			
☐	☒	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
☐	☒	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
☐	☒	Evaluation Committee Report (RFPs only)			
☐	☒	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
☒	☐	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Lawrence Garcia (505) 955-2241 LG — ESD Fleet Manager — April 15, 2024
Department Point of Contact — Title — Date

John Dennis (Apr 29, 2024 13:23 MDT) — Apr 29, 2024
Department Director — Date

JoAnn Lovato Montaño — May 1, 2024
Chief Procurement Officer — Date

N/A — Title — Date
ITT Representative

CoSF — Version 3 12.1.2023

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204322 Procurement # (RFP/ITB# If any):

Contractor: Huitt Zollar Vendor 2705 RFP 23/52/P

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Design of Administrative and Maintaniance Facility

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: 8/30/2023 Term End Date: June 30, 2024 Total Contract Amount: $954,254.40

☒ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* 8/30/2023

Contract / Lease: Professional Service Agreement #23-0544

1.b Amendment #: 1 to the Original Contract/Lease # 23-0544

Increase/(Decrease) Amount $: 247,899.00

Extend Expiration Date to: June 30, 2025

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: TBD

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
First year of a one year contract, Amendment to extend term for one additonal year, and increase Compensation for Road Design.

3. Procurement History: First year of a one year contract.

JoAnn Lovato Montaño — May 1, 2024
Purchasing Officer Review: Date:
Comment & Exceptions: Procured via RFP 23/52/P

4. Funding Source: Enterprise Fund 510 (ESD) Org / Object: 5100345/572960

Andy Hopkins — May 1, 2024
Budget Officer Approval: Date:
Comment & Exceptions:

5. Grant History (If applicable): N/A

Grants Administrator Approval: Date N/A

Staff Contact who Completed This Form: Lawrence Garcia Phone #: 505-955-2241

To be recorded by City Clerk: Email: lmgarcia@santafenm.gov
Clerk #:
Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Huitt-Zollars, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5430 Lyndon B Johnson Freeway, Suite 1500

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75240

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 5 - 1 5 0 0 1 7 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 ▶ _____ Date ▶ 1/4/23

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/16/2023

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 & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Stacy Brimer PHONE (A/C, No, Ext): 972-770-1689 FAX (A/C, No): 972-376-8108 E-MAIL ADDRESS: Stacy.Brimer@MarshMMA.com
INSURED Hutt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240 HUITTZOL	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Casualty Insurance Company — 29424 INSURER B: Federal Insurance Company — 20281 INSURER C: Hartford Underwriters Insurance Company — 30104 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1451036384** **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 Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			46UUNOL5275	9/1/2023	9/1/2024	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 $ 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 X Coll $1K/$2K / X Comp $1K/$2K			46UENOL5276	9/1/2023	9/1/2024	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			46XHUOL5274	9/1/2023	9/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	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		46WEOL6H1G	9/1/2023	9/1/2024	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 B A	Hired Car Physical Dam: $100,000 Employee Theft Valuable Papers			46UENOL5276 82241508 46UUNOL5275	9/1/2023 9/1/2023 9/1/2023	9/1/2024 9/1/2024 9/1/2024	Hired PD Comp/Coll Employee Theft Included in BPP Limit	Ded $1,000/$1,000 Limit: $1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: HUITTZOL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240
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

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Additional Insured form #XL0003 edition 09/16 applies to the Umbrella policy.
Waiver of Subrogation form #XL0003 edition 09/16 applies to the Umbrella policy.
Umbrella is follow form pursuant to form #XL0003 edition 09/16

Notice of Cancellation form #IH0307 edition 6/11 applies to the General Liability policy.
Notice of Cancellation form #WC99 edition 03/94 and #WC990531 applies to the Workers Compensation policy.
Notice of Cancellation form #IH0307 edition 6/11applies to the Umbrella Liability policy.
Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy includes waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto Liability, Worker's Compensation and Umbrella Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

RE: HZ No.: R316395.01 – City of Santa Fe Admin Office and Maintenance Facility.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/19/2024

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
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AXIS Surplus Insurance Company	26620
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Huitt-Zollars, Inc.
5430 LBJ Freeway
Suite 1500
Dallas TX 75240

COVERAGES **CERTIFICATE NUMBER:** 78276130 **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						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ 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 Liability Pollution Liability		✓	EBZ665006/01/2024	1/23/2024	1/23/2025	Per Claim Annual Aggregate	$1,000,000 $2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Re: HZ Project # R316395.01, City of Santa Fe Admin Office and Maintenance Facility.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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
Joe A. Bryant
Joe Bryant

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

BUSINESS REGISTRATION

Business Name: HUITT-ZOLLARS INC
DBA: HUITT-ZOLLARS INC

Business Location: 6501 AMERICAS PARKWAY NE STE 830
ALBUQUERQUE , NM 87110

CRS Number: 02279106000

Owner: KIM KEMPER

License Number: 223498

License Type: Business License - Renewable

Issued Date: December 04, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: December 04, 2024

Fees Paid: $10.00

HUITT-ZOLLARS INC
6501 AMERICAS PARKWAY NE 830
ALBUQUERQUE, NM 87110

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. 1.0 2/7/2020

PACKET_Huitt-Zollars_ESD_ Amend #2_05 29 2025_CG1 ELK2 RW

Final Audit Report 2025-06-12

Created:	2025-06-11
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFT0E1lX1l9RxdYpaMjOxcyVTNsnlV1r0

"PACKET_Huitt-Zollars_ESD_ Amend #2_05 29 2025_CG1 ELK 2 RW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-11 - 8:43:21 PM GMT- IP address: 63.232.20.2

Document emailed to Caryn Grosse (clgrosse@ci.santa-fe.nm.us) for signature
2025-06-11 - 8:47:23 PM GMT

Email viewed by Caryn Grosse (clgrosse@ci.santa-fe.nm.us)
2025-06-11 - 9:46:11 PM GMT- IP address: 98.60.115.216

Document e-signed by Caryn Grosse (clgrosse@ci.santa-fe.nm.us)
Signature Date: 2025-06-11 - 9:46:33 PM GMT - Time Source: server- IP address: 98.60.115.216

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2025-06-11 - 9:46:39 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2025-06-12 - 2:30:41 PM GMT- IP address: 104.47.65.254

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2025-06-12 - 2:31:01 PM GMT - Time Source: server- IP address: 98.32.45.87

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-12 - 2:31:06 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-12 - 2:42:23 PM GMT- IP address: 174.238.225.86

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-06-12 - 2:42:42 PM GMT - Time Source: server- IP address: 174.238.225.86

Powered by Adobe Acrobat Sign

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-06-12 - 2:42:47 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-06-12 - 5:05:33 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-06-12 - 5:06:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-06-12 - 5:06:13 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-06-12 - 5:08:36 PM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-06-12 - 5:08:48 PM GMT- IP address: 76.18.67.54

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-06-12 - 5:08:50 PM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.
2025-06-12 - 5:08:50 PM GMT

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

---

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

---

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 Eannarino

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 22, 2025

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

From: Regina Wheeler, Public Works Department Director RW

RE: Adoption of the 2027-2031 Infrastructure Capital Improvement Plan

---

EXECUTIVE SUMMARY:

The proposed resolution describes the 2027-2031 Infrastructure Capital Improvement Plan ("ICIP") for the City of Santa Fe ("City"). District and City capital priorities will be identified in the subsequent Legislative Priorities Resolution for the 2026 New Mexico Legislative Session.

BACKGROUND:

The ICIP is a planning tool that establishes priorities for anticipated infrastructure projects for counties, municipalities, tribal governments, special districts, and senior citizen services. The Department of Finance and Administration ("DFA"), Local Government Division, administers the local government ICIP. Each year, the City submits a list of the City's anticipated capital projects to the DFA, requesting capital project funding from the State. This year the plan, along with the adopted resolution, is due to the DFA on July 11, 2025.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

Mayor Alan Webber

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN.

WHEREAS, the City of Santa Fe ("City"), New Mexico, a New Mexico municipal corporation, recognizes that the financing of public capital projects is a major concern in New Mexico and nationally; and

WHEREAS, in times of scare resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, the City's plan for capital projects contributes to local and regional project identification and selection in short and long-range capital planning efforts; and

WHEREAS, the State of New Mexico's ("State's") Department of Finance and Administration requires the City to adopt a resolution identifying a five-year Infrastructure Capital Improvement Plan ("ICIP"), as specified in its ICIP Guidelines – Submissions Specifications, in

order for the City to receive capital outlay funding from the State.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that

1. It adopts the attached 2027-2031 Infrastructure Capital Improvements Plan ("Plan"); and

2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range, capital planning and budgeting for New Mexico's infrastructure.

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 24, 2025 09:27 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2027-2031 Infrastructure Capital Improvements Plan

Santa Fe
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031	Total Project Cost	Amount Not Yet Funded	Phases?
43735	2027	001	Large Capacity Noncongregate Shelter	Facilities - Housing-Related Cap Infrastructure	0	10,000,000	17,000,000	0	0	0	27,000,000	27,000,000	Yes
41218	2027	002	Replacement Paseo Real Wstewtr Reclamation Fac	Other - Utilities (publicly owned)	1,600,000	22,000,000	198,000,000	0	0	0	221,600,000	220,000,000	No
43741	2027	003	Police Training Facility	Facilities - Public Safety Facilities	0	750,000	7,250,000	250,000	0	0	8,250,000	8,250,000	Yes
32333	2027	004	Airport Terminal Expansion Phase II	Transportation - Airports	2,590,000	20,000,000	0	0	0	0	22,590,000	20,000,000	Yes
36137	2027	005	Midtown Redevelopment Infrastructure Improvements	Facilities - Housing-Related Cap Infrastructure	8,000,000	20,000,000	20,000,000	0	0	0	48,000,000	40,000,000	No
43742	2027	006	SF Police Dept Internal Affairs Facility	Facilities - Public Safety Facilities	0	7,250,000	0	250,000	0	0	7,500,000	7,500,000	Yes
39893	2027	007	Richards Avenue Extension	Transportation - Bike/Pedestrian/Equestrian	1,525,000	2,850,000	27,000,000	0	0	0	31,375,000	29,850,000	Yes
40038	2027	008	Fire Station Remodels for Response	Facilities - Public Safety Facilities	6,845,000	4,000,000	0	0	0	0	10,845,000	4,000,000	Yes
39332	2027	009	San Juan Chama Return Flow Project	Water - Water Supply	4,606,333	35,000,000	28,745,640	0	0	0	68,351,976	63,745,640	No
43733	2027	010	Herb Martinez Park Improvements	Facilities - Other	0	875,000	0	0	0	0	875,000	875,000	Yes
36136	2027	011	21st Century Midtown Library & Community Center	Facilities - Libraries	300,000	2,500,000	20,000,000	0	0	0	22,800,000	22,500,000	Yes
36178	2027	012	Santa Fe Median Beautification Phase I	Transportation - Medians	1,710,000	1,830,000	0	0	0	0	3,540,000	1,830,000	Yes
43730	2027	013	Downtown (Sheridan) Transit Center	Transportation - Transit	100,000	3,600,000	0	0	0	0	3,700,000	3,600,000	Yes
42426	2027	014	West Alameda St Reconstruction	Transportation - Highways/Roads/Bridges	1,440,000	2,900,000	21,160,000	0	0	0	25,500,000	24,060,000	Yes

42802	2027	015	Pavement Rehab & Preservation on Residential Roads	Transportation - Highways/Roads/Bridges	2,500,000	3,000,000	0	0	0	0	5,500,000	3,000,000	Yes
34780	2027	016	Regional Airport Access Road from NM599	Transportation - Highways/Roads/Bridges	4,500,000	5,500,000	0	0	0	0	10,000,000	5,500,000	Yes
42554	2027	017	Santa Fe Regional Airport Parking Structure	Transportation - Airports	0	3,000,000	17,500,000	0	0	0	20,500,000	20,500,000	Yes
42408	2027	018	Zozobra Field at Fort Marcy Park Renovations	Facilities - Other	5,500,000	0	4,500,000	3,000,000	1,500,000	0	14,500,000	9,000,000	Yes
41216	2027	019	Permanent & Transitional Housing End Homelessness	Facilities - Other	4,200,000	5,000,000	15,000,000	0	0	0	24,200,000	20,000,000	Yes
43729	2027	020	Santa Fe City Hall Elevator & Council Chambers	Facilities - Administrative Facilities	150,000	250,000	2,250,000	0	0	0	2,650,000	2,500,000	Yes
40054	2027	021	MRC Soccer Valley Expansion	Facilities - Other	11,330,000	0	4,370,000	0	0	0	15,700,000	4,370,000	Yes
43738	2027	022	SF Police Dept Internal Evidence & Crime Facility	Facilities - Public Safety Facilities	0	7,250,000	0	250,000	0	0	7,500,000	7,500,000	Yes
41462	2027	023	Ragle Park Baseball Field Upgrades	Facilities - Administrative Facilities	1,200,000	4,000,000	300,000	0	0	0	5,500,000	4,300,000	Yes
42424	2027	024	Police Department Facility Improvements	Facilities - Administrative Facilities	0	1,250,000	1,250,000	0	0	0	2,500,000	2,500,000	Yes
43728	2027	025	Cerro Gordo Culvert & Watershed Improvements	Water - Storm/Surface Water Control	0	200,000	450,000	100,000	7,025,000	0	7,775,000	7,775,000	Yes
36503	2027	026	New City Services Center	Facilities - Administrative Facilities	82,572	7,250,000	20,198,000	25,000,000	15,000,000	2,500,000	70,030,576	69,948,000	Yes
34519	2027	027	McClure Dam Outlet Rehabilitation	Water - Water Supply	0	25,000,000	0	0	0	0	25,000,000	25,000,000	Yes
36164	2027	028	Henry Lynch Reconstruction	Transportation - Highways/Roads/Bridges	1,135,347	3,500,000	0	0	0	0	4,635,347	3,500,000	Yes
43734	2027	029	Critical La Familia Facility Improvements	Facilities - Housing-Related Cap Infrastructure	0	1,500,000	0	0	0	0	1,500,000	1,500,000	Yes

37155	2027	030	MRC Irrigation System Upgrades	Water - Storm/Surface Water Control	200,000	300,000	8,000,000	0	0	0	8,500,000	8,300,000	Yes
37528	2027	031	St.Mikes Rail Trail Underpass Project	Transportation - Bike/Pedestrian/Equestrian	1,227,734	20,000,000	0	0	0	0	21,227,734	20,000,000	Yes
41206	2027	032	Municipal Court Facility Improvements	Facilities - Administrative Facilities	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
43731	2027	034	Frenchy's Field Park / SF River Trail Improvements	Facilities - Other	0	600,000	0	0	0	0	600,000	600,000	Yes
39165	2027	035	Pacheco Street Bicycle & Pedestrian Improvements	Transportation - Bike/Pedestrian/Equestrian	500,000	0	0	0	2,000,000	0	2,500,000	2,000,000	Yes
43748	2027	036	Santa Fe River Park Ped Bridge Upgrades Closson	Transportation - Bike/Pedestrian/Equestrian	0	300,000	0	0	0	0	300,000	300,000	Yes
41224	2027	037	Paseo Real Maintenance Building Construction	Facilities - Other	0	2,200,000	3,800,000	0	0	0	6,000,000	6,000,000	Yes
41223	2027	038	Paseo Real Headwork & Prelim Treatment Renovations	Facilities - Other	0	20,000,000	0	0	0	0	20,000,000	20,000,000	No
41225	2027	039	Paseo Real Ultraviolet Disinfection Equipment	Equipment - Other	0	10,000,000	0	0	0	0	10,000,000	10,000,000	No
39891	2027	040	Acequia Trail Extension (Otowi to La Cieneguita)	Transportation - Bike/Pedestrian/Equestrian	0	1,000,000	0	0	2,500,000	0	3,500,000	3,500,000	Yes
37523	2027	041	Pressure Release Valve SCADA Implementation	Water - Other	0	150,000	150,000	150,000	150,000	150,000	750,000	750,000	No
33692	2027	042	Alameda/Delgado Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
41204	2027	045	Regional Traffic Management Center Study	Transportation - Lighting	0	1,000,000	0	6,000,000	0	0	7,000,000	7,000,000	Yes
41201	2027	046	Rodeo Rd - St Francis Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	5,000,000	0	0	6,000,000	6,000,000	Yes

42421	2027	047	Flood Risk Mitigation at Marc Brandt Park	Water - Storm/Surface Water Control	0	350,000	0	3,000,000	0	0	3,350,000	3,350,000	Yes
32424	2027	048	Security for Water Source and Storage Sites	Water - Water Supply	0	700,000	600,000	0	0	0	1,300,000	1,300,000	Yes
22909	2027	049	Southside Transit Center	Facilities - Administrative Facilities	350,000	3,500,000	500,000	0	0	0	4,350,000	4,000,000	Yes
23272	2027	050	SWAN Park Phase II	Facilities - Other	4,099,800	0	750,000	12,450,000	0	0	17,299,800	13,200,000	Yes
40211	2027	051	Water & Sewer Expansion to West Alameda Rd	Water - Wastewater	0	350,000	3,500,000	0	0	0	3,850,000	3,850,000	Yes
40213	2027	052	Water Line Extension to Underserved Mutt Nelson Rd	Water - Water Supply	0	6,500,000	0	0	0	0	6,500,000	6,500,000	Yes
43732	2027	053	Harrison Rd Sidewalk & Lighting Improvements	Transportation - Bike/Pedestrian/Equestrian	400,000	500,000	0	0	0	0	900,000	500,000	Yes
33698	2027	054	Paseo de Peralta - SF River Bridge Rehab	Transportation - Highways/Roads/Bridges	0	1,000,000	0	3,000,000	0	0	4,000,000	4,000,000	Yes
43744	2027	055	Railyard Performance Center Upgrades	Facilities - Cultural Facilities	0	100,000	0	0	0	0	100,000	100,000	No
38554	2027	056	Bishop's Lodge Road Reconstruction	Transportation - Highways/Roads/Bridges	1,308,007	240,000	9,760,000	10,000,000	10,000,000	5,000,000	36,308,008	35,000,000	Yes
38555	2027	057	Rufina St & Lopez Lane Intersection Improvements	Transportation - Highways/Roads/Bridges	50,000	600,000	0	0	4,350,000	0	5,000,000	4,950,000	Yes
43746	2027	058	Rio Metro Intersection Improvements	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
43747	2027	059	Santa Fe Teen Center Improvements	Facilities - Other	1,805,000	300,000	0	0	0	0	2,105,000	300,000	Yes
42422	2027	060	Arroyo Chamiso Extension Connecting E. & W. Zia Rd	Transportation - Highways/Roads/Bridges	300,000	200,000	0	0	1,000,000	0	1,500,000	1,200,000	Yes
42403	2027	061	Cerro Gordo Paving & Drainage	Facilities - Administrative Facilities	0	1,500,000	1,000,000	10,900,000	0	0	13,400,000	13,400,000	Yes

42413	2027	062	Agua Fria Corridor Improvements	Transportation - Bike/Pedestrian/Equestrian	110,000	1,390,000	5,500,000	0	0	0	7,000,000	6,890,000	Yes
42414	2027	063	Arroyo San Antonio Drainage Improvements	Water - Storm/Surface Water Control	0	500,000	2,500,000	2,500,000	0	0	5,500,000	5,500,000	Yes
42415	2027	064	Arroyo Torreon Channel Improvements	Water - Storm/Surface Water Control	347,750	3,000,000	1,062,500	0	0	0	4,410,250	4,062,500	No
43737	2027	065	City Offices at Warehouse 21	Facilities - Administrative Facilities	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
42417	2027	066	Calle Nopal Storm Drainage Improvements	Water - Storm/Surface Water Control	0	300,000	900,000	0	0	0	1,200,000	1,200,000	Yes
43743	2027	067	Presbyterian Headstart Improvements	Facilities - Daycare Facilities	0	100,000	0	0	0	0	100,000	100,000	No
42419	2027	068	2026 CIPP Sewer Rehabilitation Project	Water - Wastewater	0	3,000,000	0	0	0	0	3,000,000	3,000,000	No
39331	2027	069	Canyon Road Water Chemical Feed Upgrades	Water - Water Supply	37,653.641	1,640,000	6,000,000	6,000,000	0	0	13,677,654	13,640,000	No
42425	2027	070	Rio Vista/Alamo Culvert Improvements	Water - Storm/Surface Water Control	0	250,000	950,000	0	0	0	1,200,000	1,200,000	Yes
37157	2027	071	Electric Vehicle Charging Stations	Facilities - Housing-Related Cap Infrastructure	0	380,000	500,000	250,000	0	0	1,130,000	1,130,000	Yes
42429	2027	072	Transit Bus Shelters	Transportation - Transit	550,000	450,000	0	0	0	0	1,000,000	450,000	Yes
40029	2027	073	Ashbaugh Infiltration Project	Water - Storm/Surface Water Control	560,577	0	2,000,000	1,500,000	0	0	4,060,577	3,500,000	Yes
41193	2027	074	Galisteo Alameda Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
43726	2027	075	Arroyo Chamiso Urban Trail Improvements	Water - Storm/Surface Water Control	64,270	650,000	250,000	0	0	0	964,270	900,000	No
32419	2028	001	Chemical Storage and Feed System Rehabilitation	Water - Wastewater	0	0	150,000	575,000	0	0	725,000	725,000	Yes

Infrastructure Capital Improvement Plan FY 2027-2031

Number of projects:	73							
	Funded to date:	**Year 1:**	**Year 2:**	**Year 3:**	**Year 4:**	**Year 5:**	**Total Project Cost:**	**Total Not Yet Funded:**
Grand Totals	71,225,048	290,305,024	452,846,144	102,175,000	43,525,000	7,650,000	967,726,336	896,501,248

FIR No. 10685.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2027-2031 Infrastructure Capital Improvements Plan

Sponsor(s): Councilor Amanda Chavez and Mayor Alan Webber

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 6/28/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: Erin McSherry **Date:** 06/24/2025
Erin McSherry (Jun 24, 2025 09:27 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/24/2025

Summary:
The proposed resolution would adopt the City of Santa Fe's (City's) 2027-2031 Infrastructure Capital Improvements Plan ("ICIP").

Departments Affected:
Priority Capital projects affect all City departments and are included in the ICIP.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not be eligible for State Legislative Capital Outlay funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution relates to the "Legislative Priorities Resolution" that will establish the City's capital outlay and policy priorities for the 2026 New Mexico Legislative Session.

Performance and Administrative Implications:
City staff manages the request process, deploying projects funded by the ICIP and overseeing the grant reimbursement and reporting process.

Fiscal Implications:
The resolution does not have a direct fiscal impact, but the City's submission of its ICIP to the New Mexico Department of Finance and Administration for consideration by the New Mexico State Legislature for capital appropriations has potentially positive fiscal impactions for the City and could help the City address community needs. The City's previous ICIPs have resulted in millions of dollars of benefit to the City in past years.

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	$	$	$				
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