



## Agenda

Regular Meeting of the  
Governing Body  
June 30, 2025 at 6:00 PM  
City Council Chambers, City  
Hall  
200 Lincoln Avenue

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### Procedures for Governing Body Meeting

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

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

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

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

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

**Virtual Public Comment:** To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: <https://santafenm.gov.zoom.us/j/89592218055>

- Internet: [Join the Zoom](#) meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **841 6255 7532**. Phone attendees should press \*9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance

- a. Councilor Romero-Wirth
3. Salute to the New Mexico Flag
  - a. Councilor Castro
4. Invocation and Rememberances
  - a. Councilor Faulkner
5. Roll Call
6. Approval of Agenda
7. Presentations
8. Action Items: Discussion Agenda
  - a. Request for Approval of the June 11, 2025, Regular Governing Body Meeting Minutes. (Geraldyn Cardenas, Deputy City Clerk; [gfcardenas@santafenm.gov](mailto:gfcardenas@santafenm.gov))

**Committee Review:**

Governing Body: 06/30/2025

- b. 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](mailto:akphillips@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/30/2025

Governing Body: 06/30/2025

- c. 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](mailto:clgrosse@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/30/2025

Governing Body: 06/30/2025

- d. 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](mailto:clgrosse@santafenm.gov))

**Committee Review:**

Public Works and Utilities Committee: 06/30/2025

Governing Body: 06/30/2025

9. Adjourn

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



## Agenda

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Governing Body  
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1. Call to Order
2. Pledge of Allegiance

- a. Councilor Faulkner
3. Salute to the New Mexico Flag
  - a. Councilor Cassutt
4. Invocation and Rememberances
  - a. Councilor Lindell
5. Roll Call
6. Approval of Agenda
7. Approval of Consent Agenda
8. Presentations
  - a. Pro Tem Judge and Update on the Municipal Court. (Judge Chad Chittum, Municipal Court Judge, [cdchittum@santafenm.com](mailto:cdchittum@santafenm.com))
9. Action Items: Consent Agenda
  - a. Request for Approval of the Corrected April 30, 2025, Governing Body Meeting Minutes. (Geraldyn Cardenas, Deputy City Clerk; [gfcardenas@santafenm.gov](mailto:gfcardenas@santafenm.gov))

**Committee Review:**

Governing Body: 05/14/2025 **POSTPONED**

Governing Body: 05/28/2025 **APPROVED**

Governing Body: 06/11/2025

- b. Request for Approval of the May 28, 2025, Regular Governing Body Meeting Minutes. (Geraldyn Cardenas, Deputy City Clerk; [gfcardenas@santafenm.gov](mailto:gfcardenas@santafenm.gov))

**Committee Review:**

Governing Body: 06/11/2025

- c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from El Prado Collective, LLC dba Leo's, for the Following:
  1. Pursuant to §60-6B-10, NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow the Sale of Alcohol at Leo's, 1200 Hickox Street, Which is Within 300 Feet of St. Anne Catholic Church, Located at 505 Alicia St.
  2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only, to be Located at Leo's, 1200 Hickox Street.

(Julie Rasmussen, Administrative Assistant; [jkrasmussen@santafenm.gov](mailto:jkrasmussen@santafenm.gov))

**Committee Review:**

Liquor Hearing: 06/04/2025

Governing Body: 06/11/2025

- d. Request for Approval of a Budget Amendment Resolution (BAR) In the Total Amount of \$150,000 From Capital Fund Balance into Facilities Division WIP Construction for Repairs to the City Hall Elevator. (Caryn Grosse, Facilities Division Project Manager III, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov)).

**Committee Review**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$400,000 to Carry Forward the Amount Left Over in the Constituent Services CRM Fund to Remodeling and Replacement to Pay for Council Chambers Upgrade. (Andréa Salazar, City Clerk/Director of Community Engagement; [asalazar@santafenm.gov](mailto:asalazar@santafenm.gov) and Geralyn Cardenas, Deputy City Clerk; [gfcardenas@santafenm.gov](mailto:gfcardenas@santafenm.gov))

**Committee Review:**

Quality of Life Committee: 06/04/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

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

**Committee Review:**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- g. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the Fourth of July Celebration on July 4, 2025, at the Santa Fe Place Mall. (Geronimo Griego, Fire Marshal; [ggriego@santafenm.gov](mailto:ggriego@santafenm.gov))

**Committee Review:**

Quality of Life Committee: 06/04/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

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

**Committee Review:**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

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

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

**Committee Review**

Public Works and Utilities Committee: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

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

**Committee Review:**

Public Works & Utilities: 06/02/2025

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- k. Request for Approval of Amendment No. 1 to Collective Bargaining Agreement Item #24-0435 with the Santa Fe Firefighters Association, International Association of Firefighters – Local 2059 to Include the 3% Across the Board Pay Increase for All Fire Union Employees and to Extend the Agreement through June 30, 2027. (Scott Ouderkirk, Assistant Chief of Operations; [slouderkirk@santafenm.gov](mailto:slouderkirk@santafenm.gov) and Charles Gonzales, IAFF Union President – Local 2059; [cmgonzales@santafenm.gov](mailto:cmgonzales@santafenm.gov))

**Committee Review:**

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- I. Request for Approval of a Professional Services Agreement with Carr, Riggs & Ingram, LLC for Audit Services in the Total Amount of \$349,880.00 through June 30, 2026. (Emily K. Oster, Finance Director; [ekoster@santafenm.gov](mailto:ekoster@santafenm.gov) and Matthew Bonifer, Accounting Officer; [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov))

**Committee Review:**

Finance Committee: 06/09/2025

Governing Body: 06/11/2025

- m. Request for Ratification of Third Amendment to Cooperative Project Agreement Item #24-0019 with the New Mexico Department of Transportation to Extend the Term through June 30, 2027, to Complete the Engineering Design of S100470 St. Michael's Drive-Rail Trail Underpass Project. (Romella Glorioso-Moss, Capital Projects Manager, [rsglorioso-moss@santafenm.gov](mailto:rsglorioso-moss@santafenm.gov))

**Committee Review:**

Governing Body: 06/11/2025

- n. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. (Mayor Alan Webber)  
A Resolution Notifying the County Clerk of the County of Santa Fe that the Regular Local Election on November 4, 2025, Includes Elections for One City Councilor from each Council District and the Mayor of the City of Santa Fe. (Andréa Salazar, City Clerk; [asalazar@santafenm.gov](mailto:asalazar@santafenm.gov))

**Committee Review:**

Governing Body (Introduced): 05/28/2025

Quality of Life Committee: 06/04/2025

Governing Body: 06/11/2025

- o. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. (Councilor Alma Castro)  
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Railyard Plaza Summer Scene Concert Sponsored by IndigenousWays on August 15, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; [asalazar@santafenm.gov](mailto:asalazar@santafenm.gov))

**Committee Review:**

Governing Body (Introduced): 05/28/2025

Quality of Life Committee: 06/04/2025

Governing Body: 06/11/2025

10. Action Items: Discussion Agenda

- a. Request for Approval of Deputy City Manager Job Description Pursuant to

Governing Body

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SFCC 1978, Section 2-4.6(M). (Mark Scott, City Manager; [mascott@santafenm.gov](mailto:mascott@santafenm.gov))

**Committee Review:**

Governing Body: 06/11/2025

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

**Committee Review:**

Governing Body (Introduced): 05/28/2025

Public Works and Utilities: 06/02/2025

Governing Body Special Meeting: 06/03/2025

Quality of Life Committee: 06/04/2025

Governing Body: 6/11/2025

11. Matters from the City Manager

12. Matters from the City Attorney

- a. **Executive Session**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), discussion of Disposition of the City-Owned Property Known as "Las Estrellas Tract 6a". (Erin K. McSherry, City Attorney; [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov)).

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

- a. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. (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](mailto:ajhopkins@santafenm.gov) and Christina Martinez, Senior Budget Analyst; [cfmartinez@santafenm.gov](mailto: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

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

**Committee Review:**

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

- c. CONSIDERATION OF BILL NO. 2025-16. ORDINANCE NO. 2025-\_\_\_\_. (Mayor Alan Webber)  
A Bill Amending Section 2-4.6 to Remove the Sixty (60) Day Timeline for the City Manager to Hire a Deputy City Manager and Update the Section Consistent with the Charter. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 06/11/2025  
Alternate Schedule Pursuant to Waiver of Procedural Rules

- d. 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

17. Petitions from the Floor

- a.

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

- a. 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

Governing Body  
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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](mailto: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

19. Final Action on Legislation (Public Hearing)

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

**Committee Review**

Governing Body (Introduced): 04/30/2025  
Governing Body (Public Comment): 05/14/2025  
Public Works and Utilities Committee: 05/19/2025  
Finance Committee: 06/09/2025  
Governing Body (Public Hearing): 06/11/2025

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

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

feruybalid@santafenm.gov)

**Committee Review:**

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

Governing Body: 06/11/2025

21. Appointments

a. Mayors Youth Advisory Board

- Luz Ochoa - Appointment - Term Ending 12/2027
- Quinn Blakeslee - Appointment - Term Ending 12/2027

22. Adjourn

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**SUMMARY OF ACTION  
REGULAR MEETING OF THE GOVERNING BODY  
WEDNESDAY, JUNE 11, 2025, 5:07 PM  
COUNCIL CHAMBERS, CITY HALL  
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

|            |                                       |                            |                        |
|------------|---------------------------------------|----------------------------|------------------------|
| <b>1.</b>  | <b>Call To Order</b>                  | <b>Convened at 5:07 pm</b> | <b>3</b>               |
| <b>2.</b>  | <b>Pledge of Allegiance</b>           | <b>Councilor Faulkner</b>  | <b>3</b>               |
| <b>3.</b>  | <b>Salute to the NM Flag</b>          | <b>Councilor Cassutt</b>   | <b>3</b>               |
| <b>4.</b>  | <b>Invocation and Remembrances</b>    | <b>Councilor Lindell</b>   | <b>3</b>               |
| <b>5.</b>  | <b>Roll Call</b>                      | <b>Quorum</b>              | <b>3-4</b>             |
| <b>6.</b>  | <b>Approval of Agenda</b>             | <b>Approved</b>            | <b>4</b>               |
| <b>7.</b>  | <b>Approval of Consent Agenda</b>     | <b>Approved</b>            | <b>4</b>               |
| <b>8.</b>  | <b>Presentation</b>                   |                            |                        |
|            | <b>a. Municipal Court</b>             | <b>Heard</b>               | <b>4</b>               |
| <b>9.</b>  | <b>Action Items: Consent Agenda</b>   | <b>Approved</b>            | <b>4-7</b>             |
| <b>10.</b> | <b>Action Items: Discussion Items</b> |                            |                        |
|            | <b>a. Deputy CM Job Descp.</b>        | <b>Approved</b>            | <b>7-8</b>             |
|            | <b>b. Resolution # 2025-_____</b>     | <b>Approved</b>            | <b>8 and<br/>11-13</b> |
| <b>11.</b> | <b>Matters from the City Manager</b>  | <b>Heard</b>               | <b>8</b>               |
| <b>12.</b> | <b>Matters from the City Attorney</b> | <b>Heard</b>               | <b>8</b>               |
|            | <b>Executive Session</b>              | <b>Held</b>                | <b>8-9</b>             |
| <b>13.</b> | <b>Executive Session Action Items</b> | <b>None</b>                | <b>9</b>               |
| <b>14.</b> | <b>Matters From the City Clerk</b>    | <b>None</b>                | <b>9</b>               |

|            |                                    |                              |              |
|------------|------------------------------------|------------------------------|--------------|
| <b>15.</b> | <b>Communications GB</b>           | <b>Heard</b>                 | <b>9</b>     |
| <b>16.</b> | <b>Introduction of Legislation</b> |                              |              |
|            | a. Resolution # 2025-_____         | Introduced                   | 9            |
|            | b. Resolution # 2025-_____         | Introduced                   | 9            |
|            | c. Bill # 2025-16                  | Introduced                   | 9-10         |
|            | d. Resolution # 2025-_____         | Introduced                   | 10           |
| <b>17.</b> | <b>Petitions from the Floor</b>    | <b>Heard</b>                 | <b>10-11</b> |
|            | <b>Continuation of Item 10 B</b>   | <b>Approved</b>              | <b>11-13</b> |
| <b>18.</b> | <b>Public Comment on Bills</b>     |                              |              |
|            | a. Bill No. 2025-11                | Heard                        | 13           |
| <b>19.</b> | <b>Final Action on Legislation</b> |                              |              |
|            | a. Bill No. 2025-11                | Approved                     | 13-14        |
| <b>20.</b> | <b>Public Hearings</b>             |                              |              |
|            | a. Appeal #2025-9812-APPL          | Postponed                    | 14           |
| <b>21.</b> | <b>Appointments</b>                |                              |              |
|            | a. Mayors Youth Adv. Board         | Approved                     | 14-15        |
| <b>23.</b> | <b>Adjourn</b>                     | <b>Adjourned at 10:30 pm</b> | <b>15-16</b> |

**REGULAR MEETING OF THE GOVERNING BODY  
WEDNESDAY, JUNE 11, 2025, 5:07 PM  
COUNCIL CHAMBERS, CITY HALL  
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

**1. CALL TO ORDER**

A meeting of the Governing Body was called to order at 5:07 pm, by Mayor Webber, on Wednesday, June 11, 2025, in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

**2. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Councilor Faulkner.

**3. SALUTE TO THE NEW MEXICO FLAG**

The Pledge of Allegiance was led by Councilor Cassutt.

**4. INVOCATION AND REMEMBRANCES**

The Invocation was given by Councilor Lindell.

**5. ROLL CALL**

**MEMBERS PRESENT**

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

**OTHERS PARTICIPANTS ATTENDING**

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

**6. APPROVAL OF AGENDA**

Ms. McSherry stated that the Appellant in the Land Uses case has asked that the hearing be postponed to the Governing Body meeting on June 25th.

**MOTION** A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve the agenda as amended.

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

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

**7. APPROVAL OF CONSENT AGENDA**

Items 9 L and N were pulled by Councilor Michael Garcia,

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the Consent Agenda as amended.

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

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

**8. PRESENTATIONS**

**A. PRO TEM JUDGE AND UPDATE ON MUNICIPAL COURT.**

Given.

**9. ACTION ITEMS: CONSENT AGENDA**

**A. REQUEST FOR APPROVAL OF THE CORRECTED APRIL 30, 2026, GOVERNING BODY MEETING MINUTES.**

Approved on consent.

**B. REQUEST FOR APPROVAL OF THE MAY 28, 2025, GOVERNING BODY MEETING MINUTES.**

Approved on consent.

**C. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM EL PRADO COLLECTIVE, LLC DBA LEO'S, FOR THE FOLLOWING:**

**1. PURSUANT TO SECTION 60-6B-10, NMSA 1978, CONSIDERATION OF A WAIVER OF THE 300-FOOT LOCATION RESTRICTION TO ALLOW THE SALE OF ALCOHOL AT LEO'S 1200 HICKOX STREET, WHICH IS WITHIN 300 FEET OF ST. ANNE CATHOLIC CHURCH, LOCATED AT 505 ALICIA ST.**

**2. IF THE WAIVER OF THE 300-FOOT LOCATION RESTRICTION IS GRANTED, CONSIDERATION OF A REQUEST FOR A RESTAURANT B (BEER, WINE AND SPIRITS) LIQUOR LICENSE WITH ON-PREMISES CONSUMPTION ONLY, TO BE LOCATED AT LEO'S, 1200 HICKOX STREET.**

Approved on consent.

**D. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$150,000 FROM CAPITAL FUND BALANCE INTO FACILITIES DIVISION WIP CONSTRUCTION FOR REPAIRS TO THE CITY HALL ELEVATOR.**

Approved on consent.

**E. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$400,000 TO CARRY FORWARD THE AMOUNT LEFT OVER IN THE CONSTITUENT SERVICES CRM FUND TO REMODELING AND REPLACEMENT TO PAY FOR COUNCIL CHAMBERS UPGRADE.**

Approved on consent.

**F. REQUEST FOR APPROVAL OF MEMORANDUM OF AGREEMENT WITH SANTA FE PUBLIC SCHOOLS FOR THE SCHOOL CROSSING GUARD PROGRAM IN THE TOTAL AMOUNT OF \$900,000 FOR A FOUR YEAR TERM.**

Approved on consent.

**G. REQUEST FOR APPROVAL OF A PUBLIC FIREWORKS DISPLAY PERMIT SUBMITTED BY THE KIWANIS CLUB OF SANTA FE FOR THE FOURTH OF JULY CELEBRATION ON JULY 4, 2025, AT THE SANTA FE PLACE MALL.**

Approved on consent.

**H. REQUEST FOR APPROVAL TO PURCHASE ROADWAY MARKING MATERIALS FROM 3M LIBRARY TRANSPORTATION SAFETY DIVISION IN THE TOTAL AMOUNT OF \$360,307.40 EXCLUDING NMGRT.**

Approved on consent.

**I. REQUEST FOR APPROVAL OF A MEMORANDUM OF AGREEMENT (MOA) WITH NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5310 FUNDING FOR PUBLIC TRANSPORTATION SERVICES IN THE TOTAL AMOUNT OF \$668,072.30 THROUGH SEPTEMBER 30, 2025.**

Approved on consent.

**J. REQUEST FOR APPROVAL TO EXERCISE RENEWAL OPTION ON ITEM NUMBER #23-0689 WITH VECTOR AIRPORT SYSTEMS LLC FOR THE COLLECTION OF AIRCRAFT LANDING AND PARKING FEES AT THE SANTA FE REGIONAL AIRPORT.**

Approved on consent.

**K. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE COLLECTIVE BARGAINING AGREEMENT ITEM #24-0435 WITH THE SANTA FE FIREFIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS - LOCAL 2059 TO INCLUDE THE 3% ACROSS THE BOARD PAY INCREASE FOR ALL FIRE UNION EMPLOYEES AND TO EXTEND THE AGREEMENT THROUGH JUNE 30, 2027.**

Approved on consent.

**L. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CARR, RIGGS AND INGRAM, LLC FOR AUDIT SERVICES IN THE TOTAL AMOUNT OF \$349,880.00 THROUGH JUNE 30, 2026.**

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the request.

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

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

**M. REQUEST FOR RATIFICATION OF THE THIRD AMENDMENT TO COOPERATIVE PROJECT AGREEMENT ITEM #24-0019 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO EXTEND THE TERM THROUGH JUNE 30, 2027, TO COMPLETE THE ENGINEERING DESIGN OF S100470 ST. MICHAEL'S DRIVE-RAIL TRAIL UNDERPASS PROJECT.**

Approved on consent.

**N. CONSIDERATION OF RESOLUTION NO. 2024-\_\_\_\_\_. A RESOLUTION NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION ON NOVEMBER 4, 2025, INCLUDES ELECTIONS FOR ONE CITY COUNCILOR FROM EACH DISTRICT AND THE MAYOR OF THE CITY OF SANTA FE.**

Councilor Michael Garcia recused himself from this item and left the meeting.

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the Resolution.

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

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

Councilor Michael Garcia returned to the meeting.

**O. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE RAILYARD PLAZA SUMMER SCENE CONCERT SPONSORED BY INDIGENOUSWAYS ON AUGUST 15, 2025, PURSUANT TO SUBSECTION 23-6.2C SFCC 1987.**

Approved on consent.

**10. ACTION ITEMS: DISCUSSION AGENDA**

**A. REQUEST FOR APPROVAL OF DEPUTY CITY MANAGER JOB DESCRIPTION PURSUANT TO SFCC 1978, SECTION 2-4.6(M).**

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve the request.

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

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

**B. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_. A RESOLUTION IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.**

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Lindell, to approve the Resolution.

Councilor Michael Garcia said he would like to postpone this item until after Petitions From the Floor.

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move item 10 B to after Petitions From the Floor.

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

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

**11. MATTERS FROM THE CITY MANAGER**

Heard.

**12. MATTERS FROM THE CITY ATTORNEY**

Heard

**a. EXECUTIVE SESSION**

**IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(8), DISCUSSION OF DISPOSITION OF THE CITY-OWNED PROPERTY KNOWN AS "LAS ESTRELLAS TRACT 6A".**

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), enter into Executive Session.

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

Councilor Castro, yes; Councilor Chavez yes; Councilor Lee Garcia, yes;

Councilor Romero-Wirth, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes; Councilor Lindell, yes, Councilor Cassutt, yes; Mayor Webber, yes.

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to reconvene in open session and that only the items noticed were discussed in Executive Session.

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

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

**13. EXECUTIVE SESSION ACTION ITEMS**

None.

**14. MATTERS FROM THE CITY CLERK**

None.

**15. COMMUNICATIONS FROM THE GOVERNING BODY**

Heard.

**16. INTRODUCTION OF LEGISLATION**

**A. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. 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.**

Introduced.

**B. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. A RESOLUTION UPDATING THE TERMS OF AND EXTENDING THE PILOT PROGRAM SUPPORTING PHYSICAL AND MENTAL WELLBEING OF CITY OF SANTA FE EMPLOYEES.**

Introduced.

**C CONSIDERATION OF BILL NO. 2025-16. ORDINANCE NO. 2025-\_\_\_\_\_. A BILL AMENDING SECTION 2-5.6 TO REMOVE THE SIXTY (60) DAY TIMELINE FOR THE CITY MANAGER TO HIRE A DEPUTY CITY MANAGER AND**

## UPDATE THE SECTION CONSISTENT WITH THE CHARTER.

Introduced.

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Lindell, to suspend the rules, Section 4, subsections D and B to send Bill No. 2025-16 to the Quality of Life Committee

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

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

### **D. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. 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.**

Introduced.

## **17. PETITIONS FROM THE FLOOR**

**Matt Johns.** Mr. Johns spoke in opposition to the Richards Avenue location of the micro community.

**Floyd Cable.** Mr. Cable spoke in opposition to the location of the micro community.

**Charles Burkhart.** Mr. Burkhart spoke to an alternative to pallet homes.

**Trevor DeMark.** Mr. DeMark spoke about the lack of public outreach.

**Angelic Mowrey.** Ms. Mowrey spoke to concerns about the location for the micro community.

**Chris Slakey.** Mr. Slakey spoke to the lack of public outreach.

**Art Sprawl.** Mr. Sprawl spoke in opposition to the use of the “fee in lieu of” and to housing locals.

**Lisa Martinez.** Ms. Martinez spoke about concerns regarding the impact of the micro community on businesses serving children.

**Lucille Chavez.** Ms. Chavez spoke to concerns around the impact of the micro community.

**Don Chavez.** Mr. Chavez spoke in opposition to the location of the micro community.

**Sarah Rasmussen.** Ms. Rasmussen spoke in opposition to the location of the micro community.

**Sheila Kennedy.** Ms. Kennedy spoke in opposition to the location of the micro community.

**Micala Montoya.** Ms. Montoya spoke in opposition to the location of the micro community.

**Rachel Thompson.** Ms. Thompson spoke in support of the micro community and the need to have protection for children in the area and in the community.

#### **CONTINUATION OF ITEM 10 B**

#### **10. B. CONSIDERATION OF RESOLUTION NO. 2025-\_\_\_\_\_. A RESOLUTION IDENTIFYING CITY PROPERTY AT 2395 RICHARDS AVENUE AS A LOCATION FOR A MICRO COMMUNITY TO PROVIDE SHELTER AND SUPPORTIVE SERVICES FOR INDIVIDUALS EXPERIENCING HOMELESSNESS IN SANTA FE.**

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Romero-Wirth, to move Amendment B to the Resolution.

Councilor Cassutt withdrew her motion.

Councilor Romero-Wirth withdrew her second.

**MOTION** A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to postpone the Resolution to the June 25, 2025 meeting of the Governing Body.

**Councilor Romero-Wirth called the question. Councilor Faulkner seconded the call.**

**VOTE** The call of the question passed on a roll call vote as follows:

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

**VOTE** The main motion (to postpone) failed on a roll call vote as follows:

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

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move Amendment B to the Resolution.

**VOTE** The call of the question passed on a roll call vote as follows:

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

**MOTION** A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to move Amendment A to the Resolution.

**MOTION** A motion was made by Councilor Cassutt, seconded by Councilor Chavez, to amend Amendment A to strike the first Whereas and the first Be It Resolved.

Councilor Michael Garcia stated that this is not a friendly amendment.

**Councilor Michael Garcia called the question. Councilor Castro seconded the call.**

**VOTE** The call of the question passed on a roll call vote as follows:

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

**VOTE** The motion to amend Amendment A failed on a roll call vote as follows:

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

**Councilor Michael Garcia called the question. Councilor Castro seconded the call.**

**VOTE** The motion to move Amendment A passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Chavez no; Councilor Lee Garcia, yes;

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

**VOTE** The main motion to approve item 10 B as amended by Amendments A and B, passed on a roll call vote as follows:

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

**18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)**

**A. CONSIDERATION OF BILL NO. 2025-14. ADOPTION OF ORDINANCE NO. 2025-\_\_\_\_\_. 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 AN 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 IS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.**

There were no public comments.

**19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)**

**A. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025-\_\_\_\_\_. A BILL UPDATING THE RATES AND FEES FOR WASTEWATER UTILITY SERVICES.**

Mayor Webber asked for public comment.

**Floyd Cable.** Mr. Cable spoke to the conversation of water.

**MOTION** A motion was made by Councilor Romero-Wirth, seconded by Councilor

Castro, to approve Bill No. 2025-11.

**VOTE** The main motion to approve item 10 B as amended by Amendments A and B, passed on a roll call vote as follows:

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

## **20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)**

**A. APPEAL # 2025-9812-APPL OF CASE # 2024-9478-HDRB. PROPERTY OWNER MIRIAM LETH ESPENSEN AND AGENT STEFANIE BENINATO APPEAL THE HISTORIC DISTRICTS REVIEW BOARD'S DECEMBER 10, 2024, DECISION DENYING A REQUEST FOR AN EXCEPTION TO EXCEED THE 4'6" MAXIMUM ALLOWABLE HEIGHT BY 1'2" FOR A FENCE IN FRONT OF A CONTRIBUTING HOUSE IN THE DOWNTOWN AND EASTSIDE HISTORIC AND BUSINESS CAPITAL DISTRICTS.**

This item was postponed to the Governing Body meeting on June 25, 2025.

## **21. APPOINTMENTS**

### **A. MAYORS YOUTH ADVISORY BOARD**

**- LUZ OCHOA - APPOINTMENT - TERM ENDING 12/2027  
-QUINN BLAKESLEE - APPOINTMENT - TERM ENDING 12/2027**

**MOTION** A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the appointments to the Mayors Youth Advisory Board.

**VOTE** The main motion to approve item 10 B as amended by Amendments A and B, passed on a roll call vote as follows:

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

## **22. ADJOURN**

There being no further business before the Governing Body, the meeting adjourned at 10:30 pm.

Approved By:

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Mayor Alan Webber

Attested To By:

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Andrea Salazar, City Clerk

Respectfully Submitted By:

*Elizabeth Martin*  
Elizabeth Martin (Jun 27, 2025 14:19 MDT)

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Elizabeth Martin, Stenographer






# 06-11-25 Regular Governing Body Meeting Minutes

Final Audit Report

2025-06-27

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| Created:        | 2025-06-27                                   |
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## "06-11-25 Regular Governing Body Meeting Minutes" History

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**GOVERNING BODY MEETING  
EXECUTIVE SESSION  
June 11, 2025, 2025**

The Governing Body of the City of Santa Fe met in an executive session duly called on June 11, 2025, beginning at 6:01 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), discussion of Disposition of the City-Owned Property Known as "Las Estrellas Tract 6a". (Erin K. McSherry, City Attorney: [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov))

**PRESENT**

Mayor Webber  
Councilor Lindell  
Councilor Castro  
Councilor M. Garcia  
Councilor Romero-Wirth  
Councilor L. Garcia  
Councilor Faulkner  
Councilor Chavez  
Councilor Cassutt (Virtual)

**STAFF PRESENT**

Mark Scott, City Manager  
Erin McSherry, City Attorney  
Andréa Salazar, City Clerk/Director of Community Engagement  
Elisa Montoya, Community Development Director  
Terry Lease, Asset Development Manager  
Florence Frank, Contractor

There being no further business to discuss, the executive session was adjourned at 6:40 p.m.

  
ANDREA SALAZAR (Jun 11, 2025 15:56 MDT)

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Andréa Salazar, City Clerk/Director of Community Engagement






# 06-11-25 Executive Session

Final Audit Report

2025-06-18

|                 |  |
|-----------------|--|
| Created:        | 2025-06-18                                   |
| By:             | GERALYN CARDENAS (gfcardenas@santafenm.gov)  |
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## "06-11-25 Executive Session" History

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# 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- <i>AIG Specialty Insurance Co.</i>                  | \$ 522,225.71          |
| Excess Property- <i>Mitsui Sumitomo Insurance Co. of America</i>              | 98,680.00              |
| Automobile and Inland Marine- <i>Hanover Insurance Co.</i>                    | 175,135.00             |
| Excess Liability- <i>Gemini Insurance Co. &amp; Lexington</i>                 | 2,010,174.62*          |
| Fiduciary Liability- <i>National Union Fire Insurance Co.</i>                 | 11,300.00              |
| Storage Tank Liability- <i>Ace American Insurance Co. of Pittsburgh</i>       | 14,643.00              |
| Excess Workers’ Compensation- <i>Safety National Casualty Company</i>         | 417,683.00             |
| Airport Liability- <i>Starr Indemnity</i>                                     | 14,164.00              |
| Environmental (pollution) Liability (City)- <i>Evanston Insurance Company</i> | 138,384.53             |
| Environmental Liability (Solid Waste)- <i>Evanston Insurance Company</i>      | 56,654.00              |
| Fine Art- <i>StarNet Insurance Company</i>                                    | 5,870.00               |
| Cyber Liability- <i>Palomar Excess and Surplus Insurance Co.</i>              | 62,975.00              |
| Crime- <i>National Union Fire Insurance Co.</i>                               | 8,065.00               |
| SFUAD-various   | 424,024.21             |
| <b>Total Premiums</b>   | <b>\$ 3,959,968.57</b> |

\*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  
A/J License Nos. IL 100292093 / CA 0D69293



**Gallagher**

Insurance | Risk Management | Consulting

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## 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.

| <i>Service Team</i>   | <i>Role</i>            | <i>Email</i>            | <i>Phone</i>                             |
|---|------------------------|-------------------------|--|
| <b>John Chino, ARM-PE, CSRM</b><br>Area Senior Vice President | Producer               | John_Chino@ajg.com      | (949) 349-9827 (p)<br>(909) 239-4733 (c) |
| <b>Nasreen Kopecky</b><br>Account Executive                   | Client Service Manager | Nasreen_Kopecky@ajg.com | (949) 349-9857 (p)<br>(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.

| <i>Line Of Coverage</i>   | <i>Insurance Company ** (AM Best Rate/Financial Strength)</i> | <i>Market Response *</i> | <i>Admitted ***</i> |
|---------------------------|---|--------------------------|---------------------|
| 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.

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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%                    |
| <b>Estimated Cost</b>        | <b>\$515,015.00</b>    | <b>\$522,225.21</b>    |

| 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%                                    |
| <b>Estimated Cost</b>        | <b>\$100,000.00</b>    | <b>\$98,680.00</b>                     |

| 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

| <i>Carrier Information</i> | <i>Expiring</i>  | <i>Proposed</i>  |
|----------------------------|--|--|
| <b>Policy Term</b>         | 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  |

| <b>Premium &amp; Exposures</b> | <b>Expiring</b>   | <b>Proposed</b>   |
|--------------------------------|-------------------|-------------------|
| Premium                        | \$8,065.00        | \$8,065.00        |
| Minimum Type                   | None              | None              |
| <b>Estimated Cost</b>          | <b>\$8,065.00</b> | <b>\$8,065.00</b> |

| <b>Standard Coverages</b>                          | <b>Expiring</b> | <b>Proposed</b> |
|--|-----------------|-----------------|
| 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     |

| <b>Additional Coverages</b>                                   | <b>Expiring</b> | <b>Proposed</b> |
|---|-----------------|-----------------|
| Impersonation Fraud Coverage (Iso Com and Gov Crime) Sublimit | \$100,000       | \$100,000       |

| <b>Deductibles/SIR</b>  | <b>Expiring</b>   | <b>Proposed</b>   |
|---|-------------------|-------------------|
| 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                  |
|-----------------------|---------------------------|---------------------------|
| <b>Policy Term</b>    | 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              |
| <b>Estimated Cost</b> | <b>\$5,870.00</b> | <b>\$5,870.00</b> |

| 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                       |
|---|--------------------------------|--------------------------------|
| <b>Additional Coverage</b>  |                                |                                |
| 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               | <b>\$160,581.68</b>    | <b>\$138,384.53</b>    |

| 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

| <i>Carrier Information</i> | <i>Expiring</i>            | <i>Proposed</i>            |
|----------------------------|----------------------------|----------------------------|
| <b>Policy Term</b>         | 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                |

| <b>Premium &amp; Exposures</b> | <b>Expiring</b>        | <b>Proposed</b>        |
|--------------------------------|------------------------|------------------------|
| 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                 | <b>\$57,166.67</b>     | <b>\$56,646.50</b>     |

| <b>Standard Coverages</b>  | <b>Proposed</b>                                       |
|--|---|
| 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<br>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<br>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       |
| <b>Common policy forms:</b>                 |
| 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<br>Minimum Earned Premium Percentage: 25%<br>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<br>Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506<br>AST - Storage Tank I.D.: 1   |
| <b>Commercial general liability</b>   |
| 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<br>Limits Of Insurance (Each Employee): \$1,000,000<br>Limits Of Insurance (Aggregate): \$1,000,000<br>Each Employee Deductible: \$1,000<br>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  |
| <b>Site pollution environmental coverage</b>  |
| 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<br>149 Wildlife Way, Santa Fe, NM 87506; Retro date: 12/23/2014; Each Pollution condition:<br>\$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<br>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 Market Site Pollution application<br>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                                     |
| <b>Estimated Cost</b>        | <b>\$218,556.00</b>                          | <b>\$175,135.00</b>                          |

| 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       |
| <b>Estimated Cost</b>        | <b>\$2,302,117.05</b>  | <b>\$2,443,746.18</b>  |

| 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   |

|   |
|---|
| <b>Endorsements (including but not limited to)</b>  |
| Crisis Management Expense Notice - CME 9100 (08/22)   |
| <b>Exclusions (including but not limited to)</b>  |
| 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:**

|  |
|--|
| <b>Description</b>   |
| 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:**

|  |
|--|
| <b>Description</b>                               |
| 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               |
| <b>Estimated Cost</b> | <b>\$82,379.74</b> | <b>\$77,000.92</b> |

| 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:                |             |             |
| California 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 - California 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, California 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, California 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               |
| <b>Estimated Cost</b> | <b>\$13,200.00</b> | <b>\$11,300.00</b> |

| 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      | <b>\$18,130.00</b> | <b>\$14,164.00</b> |

| 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 -<br>- 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 :<br>• 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)<br>TRIA: TRIA liability can be purchased for additional premium :<br>• 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.<br>• TRIA Liability can be purchased for a 60% (as listed above) surcharge on total annual premium if War is NOT purchased. |
| Coverage Options: <b>Able to offer 2-year term at same premium subject to loss ratio below 50% for the 25- 26 policy period</b>   |

**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      |
| <b>Estimated Cost</b>        | <b>\$14,265.00</b>     | <b>\$14,643.00</b>     |

| 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<br>341 Caja Del Rio Rd. Santa Fe, New Mexico 87506 | 1           | 285              | AST                    | 7/1/2020         |
| Buckman Direct Diversion<br>341 Caja Del Rio Rd. Santa Fe, New Mexico 87506 | 2           | 285              | AST                    | 7/1/2020         |
| Buckman Direct Diversion<br>341 Caja Del Rio Rd. Santa Fe, New Mexico 87506 | 3           | 300              | AST                    | 7/1/2020         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | 1           | 1,500            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 1      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 2      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 3      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 4      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 5      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 6      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 7      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum Day #1 | 500              | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>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,<br>205 Caja del Rio Road, Santa Fe, NM    | 1 | 500   | AST | 7/1/2024 |
| NW Quad Pump Station, 1048<br>Camino de Los Montoya's, Santa Fe NM 87506 | 1 | 1,500 | AST | 7/1/2024 |
| Santa Fe Police Department, 2515<br>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               | <b>\$381,936.00</b>           | <b>\$417,683.00</b> |

| 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:<br>- 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%                    |
| <b>Estimated Cost</b>        | <b>\$113,490.77</b>    | <b>\$105,578.08</b>    |

| 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: <ul style="list-style-type: none"><li>- No Deterioration of Loss Record Prior to Policy Effective Date</li><li>- Signed TRIA (Needed to Bind)</li><li>- Signed SOV (Needed to Bind)</li></ul> |

### 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%                    |
| <b>Estimated Cost</b>        | <b>\$137,297.85</b>    | <b>\$128,959.76</b>    |

| 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<br>Insured's Decision to Accept or Reject TRIA (Needed to Bind)<br>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%                    |
| <b>Estimated Cost</b>        | <b>\$23,824.38</b>     | <b>\$20,961.11</b>     |

| 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%                    |
| <b>Estimated Cost</b>        | <b>\$40,531.68</b>     | <b>\$38,505.61</b>     |

| 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 :<br>- Signed TRIA (Needed to Bind) / Signed Terrorism Disclosure Form and Surplus Lines Letter prior to binding<br>- 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%                    |
| <b>Estimated Cost</b>        | <b>\$40,531.68</b>     | <b>\$34,741.88</b>     |

| 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      | <b>\$101,457.96</b>    | <b>\$95,277.78</b>     |

| 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  |
|--|-----------------------|-----------------------|-----------------------|---|
| <b>Property Including &amp; Equipment Breakdown</b>                | Premium               | \$500,000.00          | \$507,000.00          | \$100,000,000 Limit<br>\$100k Deductible<br>6% decrease in rate<br>8% increase in TIV |
|  | Taxes                 | \$15,015.00           | \$15,225.21           |   |
|  | <b>Estimated Cost</b> | <b>\$515,015.00</b>   | <b>\$522,225.21</b>   |   |
|  | <b>TIV</b>            | 432,895,424           | 483,557,020           |   |
| <b>Excess Property</b>   | Premium               | \$100,000.00          | \$98,680.00           |   |
|  | <b>Estimated Cost</b> | <b>\$100,000.00</b>   | <b>\$98,680.00</b>    |   |
| <b>Business Auto including Physical Damage &amp; Inland Marine</b> | Premium               | \$218,556.00          | \$175,135.00          | Auto PD ONLY  |
|  | <b>Estimated Cost</b> | <b>\$218,556.00</b>   | <b>\$175,135.00</b>   |   |
| <b>Excess Liability including Law Enforcement</b>                  | Premium               | \$2,235,000.00        | \$1,946,569.00        | Gemini/Lexington option   |
|  | Taxes                 | \$67,117.05           | \$63,605.62           |   |
|  | <b>Estimated Cost</b> | <b>\$2,302,117.05</b> | <b>\$2,010,174.62</b> |   |
|  |                       | \$3mm limit           | \$3mm limit           |   |
|  |                       | \$1.5mm SIR           | \$1mm SIR             |   |
| <b>Fiduciary Liability</b>   | Premium               | \$13,200.00           | \$11,300.00           |   |
|  | <b>Estimated Cost</b> | <b>\$13,200.00</b>    | <b>\$11,300.00</b>    |   |
| <b>Storage Tank Liability</b>                                      | Premium               | \$14,265.00           | \$14,643.00           |   |
|  | <b>Estimated Cost</b> | <b>\$14,265.00</b>    | <b>\$14,643.00</b>    |   |

**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   |
|---|------------------------|--|--|--|
| <b>Excess Workers' Compensation</b>   | Premium                | \$381,936.00   | \$417,683.00   | <b>9.3% increase due to payroll; rate flat</b>         |
|   | <b>Estimated Cost</b>  | <b>\$381,936.00</b>  | <b>\$417,683.00</b>  |  |
|   | Payroll                | \$104,927,533  | \$114,748,029  |  |
|   | <b>Safety National</b> | Rate .364  | .364   |  |
|   | Retention              | Police/Fire: \$750K<br>Wildland: \$1,000,000<br>All others: \$600K | Police/Fire: \$750K<br>Wildland: \$1,000,000<br>All others: \$600K |  |
| <b>Aviation Liability<sup>2</sup></b>                                       | Premium                | \$18,130.00  | \$14,164.00  |  |
|   | <b>Estimated Cost</b>  | <b>\$18,130.00</b>   | <b>\$14,164.00</b>   |  |
| <b>Pollution Legal Liability (city properties)</b>                          | Premium                | \$155,900.00   | \$134,000.00   |  |
|   | Taxes                  | \$4,681.68   | \$4,384.53   |  |
|   | <b>Estimated Cost</b>  | <b>\$160,581.68</b>  | <b>\$138,384.53</b>  |  |
| <b>Santa Fe Solid Waste Pollution Liability Including General Liability</b> | Premium                | \$55,500.00  | \$54,645.00  |  |
|   | Taxes                  | \$1,666.67   | 2,000.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$57,166.67</b>   | <b>\$56,645.00</b>   |  |
| <b>Inland Marine - Fine Arts<sup>1</sup></b>                                | Premium                | \$5,870.00   | \$5,870.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$5,870.00</b>  | <b>\$5,870.00</b>  |  |
| <b>Cyber Liability</b>  | Premium                | \$79,178.00  | \$60,339.00  |  |
|   | Taxes                  | 3,201.74   | \$2,036.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$82,379.74</b>   | <b>\$62,975.00</b>   |  |
| <b>Crime</b>  | Premium                | \$8,065.00   | \$8,065.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$8,065.00</b>  | <b>\$8,065.00</b>  |  |
| <b>Property - SFUAD</b>   | Premium                | \$479,807.00   | \$411,312.00   | <b>Habitational building removed due to demolition</b> |
|   | Taxes                  | \$15,078.00  | \$12,712.00  |  |
|   | <b>Estimated Cost</b>  | <b>\$494,885.00</b>  | <b>\$424,024.21</b>  |  |
| <b>Total Premium</b>  |                        | <b>\$4,372,167.14</b>  | <b>\$3,959,968.57</b>  | <b>-9.43% DECREASE based on options chosen</b>         |

<sup>1</sup>Coverage for Fine Arts for ALL locations owned and operated by City; Deductible \$1,000 and \$5,000 for outdoor sculptures.

<sup>2</sup>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

| <i>Carrier / Payable Carrier</i>                              | <i>Line Of Coverage</i>      | <i>Payment Schedule</i>  | <i>Payment Method</i> |
|---|------------------------------|--------------------------|-----------------------|
| <b>ACE American Insurance Company</b>                         | Storage Tank Liability       | Payment due upon receipt | Agency Bill           |
| <b>Safety National Casualty Corporation</b>                   | Excess Workers' Compensation | Payment due upon receipt | Agency Bill           |
| <b>Starr Indemnity &amp; Liability Company</b>                | Airport Liability            | Payment due upon receipt | Agency Bill           |
| <b>ACE Property &amp; Casualty Insurance Co</b>               | Airport Liability            | Payment due upon receipt | Agency Bill           |
| <b>Evanston Insurance Company</b>                             | Environmental Liability      | Payment due upon receipt | Agency Bill           |
| <b>Gemini Insurance Company</b>                               | Excess Liability             | Payment due upon receipt | Agency Bill           |
| <b>Palomar Excess and Surplus Insurance Company</b>           | Cyber Liability              | Payment due upon receipt | Agency Bill           |
| <b>Endurance American Specialty Ins Co</b>                    | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>National Union Fire Insurance Company of Pittsburgh PA</b> | Crime                        | Payment due upon receipt | Agency Bill           |
| <b>Landmark American Insurance Company</b>                    | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>Mitsui Sumitomo Insurance Co of America</b>                | Excess Property              | Payment due upon receipt | Agency Bill           |
| <b>StarNet Insurance Company</b>                              | Fine Art                     | Payment due upon receipt | Agency Bill           |
| <b>Arch Specialty Insurance Company</b>                       | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>AIG Specialty Insurance Company</b>                        | Property                     | Payment due upon receipt | Agency Bill           |
| <b>Kinsale Insurance Company</b>                              | Property - SFUAD             | Payment due upon receipt |                       |
| <b>Lexington Insurance Company</b>                            | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>Hanover Insurance Company</b>                              | 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 Gallagher'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  |
|---|---|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property - \$522,225.71</b><br>AIG Specialty Insurance Company   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Property</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – 98,680</b><br>Mitsui Sumitomo Insurance Co of America  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Auto PD &amp; Inland Marine - \$175,135</b><br>Hanover Insurance Company - \$175,135   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Auto PD &amp; Inland Marine</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Liability - \$2,010,174.62 (RECOMMEND)</b><br>Gemini Insurance Company - \$2,443,746.18<br>Gemini Insurance Company & Lexington - \$2,010,174<br>Obsidian Specialty - \$1,802,552<br>Obsidian Specialty - \$2,214,561<br>Obsidian Specialty - \$2,575,075 |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Liability</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Fiduciary Liability - \$11,300</b><br>National Union Fire Insurance Company of Pittsburgh PA   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Fiduciary Liability</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Storage Tank Liability - \$14,643</b><br>ACE American Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Storage Tank Liability</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Workers' Compensation - \$417,683</b><br>Safety National Casualty Corporation   |
| <b>Included*</b>  | <b>TRIA - Workers' Compensation</b>   |

|   |  |
|---|--|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Airport Liability - \$14,164 (RECOMMEND – will offer 2 year)</b>        |
| <input type="checkbox"/> Option # 1                             | Starr Indemnity & Liability Company  |
| <input type="checkbox"/> Option # 2                             | ACE Property & Casualty Insurance Co - \$12,064 (will offer 3-year option) |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Airport Liability</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Environmental Liability (City) - \$138,384.53</b>                       |
|   | Evanston Insurance Company   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Environmental Liability</b>                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Environmental Liability SFSWMA- \$56,645</b>                            |
|   | Evanston Insurance Company   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Environmental Liability</b>                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Fine Art - \$5,870</b>  |
|   | StarNet Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Fine Art</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Cyber Liability - \$62,975.00</b>                                       |
|   | Palomar Excess and Surplus Insurance Company - \$62,975.00 (RECOMMEND)     |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Palomar Excess and Surplus Insurance Company - \$117,693.29                |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Resilience - \$66,436.94   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Resilience - \$111,243.24  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Crime - \$8,065</b>   |
|   | National Union Fire Insurance Company of Pittsburgh PA                     |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Crime</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property – SFUAD Primary (Non-Hab) – Lexington - \$105,578.08</b>       |
|   | Lexington Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property - SFUAD Primary Landmark (Non-Hab) - \$128,959.76</b>          |
|   | Landmark American Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property – SFUAD Primary Kinsale (Non-Hab) - \$20,961.11</b>            |
|   | Kinsale Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>  |

|   |   |
|---|---|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Endurance (Non-Hab) - \$38,505.61</b><br>Endurance American Specialty Ins Co   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Arch (Non-Hab) - \$34,741.88</b><br>Arch Specialty Insurance Company           |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Homeland (Non-Hab) - \$95,277.78</b><br>Homeland Insurance Company of New York |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |

**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:

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**Coverage Amendments and Notes:**

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**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 <sup>1</sup> | Est. Annual Premium <sup>2</sup> | 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 <sup>1</sup> | Est. Annual Premium <sup>2</sup> | 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%   |

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> 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<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: National Union Fire Insurance Company of Pittsburgh PA<br>Phone: 888-602-5246<br>Fax: 866-277-1750<br>Email: <a href="mailto:c-Claim@AIG.com">c-Claim@AIG.com</a><br>Web: <a href="https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims">https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims</a> |

| Coverage(s): Storage Tank Liability  | Report To:  |
|--|---|
| Insurer: ACE American Insurance Company<br><br>Policy Term: 07/01/2025 to 07/01/2026 | Insurer/TPA Name: ACE American Insurance Company<br>Phone:<br>Fax: (866) 635-5687 , First Notice Fax: (800) 951-4119<br>Email: <a href="mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com">CasualtyRiskEnvironmentalFirstNotice@chubb.com</a> |

| Coverage(s): Airport Liability  | Report To:   |
|---|--|
| Insurer: Starr Indemnity & Liability Company<br><br>Policy Term: 07/01/2025 to 07/01/2026 | Insurer/TPA Name: Starr Indemnity & Liability Company<br>Phone: For Hull Claims: Jeffrey Greenawalt : Cell: (214) 223-0202<br>For Liability Claims: Christopher Watkins - Cell: (404)-476-9853 ,Office (404) 736-2991<br>Fax:<br>Email: <a href="mailto:AviationClaimReports@starrcompanies.com">AviationClaimReports@starrcompanies.com</a> |

| Coverage(s): Fine Arts  | Report To:  |
|---|---|
| Insurer: StarNet Insurance Company<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/TPA Name: StarNet Insurance Company<br>Phone: 866-499-5239<br>Fax:<br>Email: <a href="mailto:claims@berkley-tech.com">claims@berkley-tech.com</a><br>Web: <a href="https://www.berkley-tech.com/claims/">https://www.berkley-tech.com/claims/</a> |

|   |   |
|---|---|
| <p><b>Coverage(s): Crime</b></p>  | <p><b>Report To:</b></p>  |
| <p>Insurer: National Union Fire Insurance Company of Pittsburgh PA</p> <p>Policy Term: 07/01/2025 To 07/01/2026</p> | <p>Insurer/ TPA Name: National Union Fire Insurance Company of Pittsburgh PA</p> <p>Phone:</p> <p>Fax: 866-277-1750</p> <p>Email: c-Claim@AIG.com</p>   |
| <p><b>Coverage(s): Excess Liability</b></p>   | <p><b>Report To:</b></p>  |
| <p>Insurer: Gemini Insurance Company</p> <p>Policy Term: 07/01/2025 To 07/01/2026</p>                               | <p>Insurer/ TPA Name: Gemini Insurance Company</p> <p>Phone: 866-915-7478</p> <p>Fax: 402-492-8352</p> <p>Email: <a href="mailto:claims@vela-ins.com">claims@vela-ins.com</a></p> <p>Web: <a href="https://www.vela-ins.com/claims">https://www.vela-ins.com/claims</a></p>   |
| <p><b>Coverage(s): Excess Property</b></p>  | <p><b>Report To:</b></p>  |
| <p>Insurer: Mitsui Sumitomo Insurance Company of America</p> <p>Policy Term: 07/01/2025 To 07/01/2026</p>           | <p>Insurer/ TPA Name: Mitsui Sumitomo Insurance Company of America</p> <p>Phone: 866-676-6872</p> <p>Fax: (866) 329-6766</p> <p>Email: <a href="mailto:NewLoss@msigusa.com">NewLoss@msigusa.com</a></p> <p>Web: <a href="http://www.msigusa.com/claims/report-a-claim/">http://www.msigusa.com/claims/report-a-claim/</a></p>       |
| <p><b>Coverage(s): Property Including B&amp;M</b></p>   | <p><b>Report To:</b></p>  |
| <p>Insurer: AIG Specialty Insurance Company</p> <p>Policy Term: 07/01/2025 To 07/01/2026</p>                        | <p>Insurer/ TPA Name: AIG Specialty Insurance Company</p> <p>Phone: 877-399-6442</p> <p>Fax:</p> <p>Email: <a href="mailto:newloss-usproperty&amp;energy@aig.com">newloss-usproperty&amp;energy@aig.com</a></p> <p>Web: <a href="https://www.aig.com/business/business-claims">https://www.aig.com/business/business-claims</a></p> |
| <p><b>Coverage(s): Automobile &amp; Inland Marine</b></p>   | <p><b>Report To:</b></p>  |
| <p>Insurer: Hanover Insurance Company</p> <p>Policy Term: 07/01/2025 To 07/01/2026</p>                              | <p>Insurer/ TPA Name: Hanover Insurance Company</p> <p>Phone: 800-628-0250; Platinum Holders: 800-799-6977</p> <p>Fax: 800-399-4734</p> <p>Email: <a href="mailto:firstreport@hanover.com">firstreport@hanover.com</a></p> <p>Web: <a href="https://www.hanover.com/claims.html">https://www.hanover.com/claims.html</a></p>        |

| <i>Coverage(s): Property</i>  | <i>Report To:</i>  |
|---|--|
| Insurer: AIG Specialty Insurance Company<br><br>Policy Term: 07/01/2024 To 07/01/2025 | Insurer/ TPA Name: AIG Specialty Insurance Company<br>Phone: 877-399-6442<br>Fax:<br>Email: <a href="mailto:newloss-usproperty&amp;energy@aig.com">newloss-usproperty&amp;energy@aig.com</a><br>Web: <a href="https://www.aig.com/business/business-claims">https://www.aig.com/business/business-claims</a> |

**Reporting to Gallagher or Assistance in Reporting**

| <i>Coverage(s):</i>   | <i>Report To:</i>   |
|---|---|
| <b>Gallagher Claim Center</b><br>Policy Number:<br>Policy Term: | Phone: 855-497-0578<br>Fax: 225-663-3224<br>Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a> |



## 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/](http://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.

# 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

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Since 1927.**

Please visit [ajg.com/us/gallagher-step/](http://ajg.com/us/gallagher-step/) to learn more.

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## 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](mailto: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.

[ajg.com](http://ajg.com) The Gallagher Way. Since 1927.



Insurance | Risk Management | Consulting

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.

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## 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<sup>SM</sup> 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<sup>SM</sup> Builds a Better Workplace

Gallagher Better Works<sup>SM</sup> 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

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# Business Continuity and Resilience

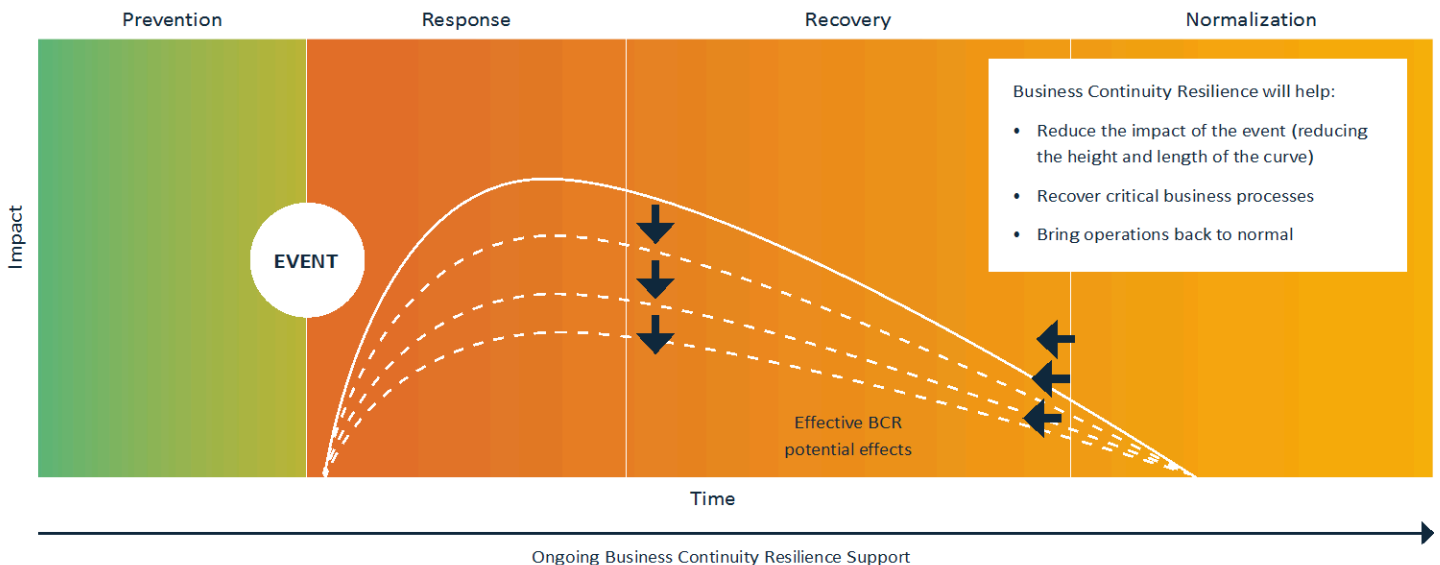
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- 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.

## 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.



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Since 1927.

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# Contractual Risk Compliance



Insurance | Risk Management | Consulting



## 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**<sup>SM</sup> 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.



**Learn More About CORE360®**

Gallagher Verify is part of Gallagher CORE360, 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](http://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).



## 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.

Item #: \_\_\_\_\_  
 Munis Contract #: \_\_\_\_\_  
 SWPA/GSA/Coop/RFP/ITB#: \_\_\_\_\_

**CITY OF SANTA FE  
 CONTRACT TO PROPOSAL FOR INSURANCE**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Arthur J. Gallagher (“Gallagher” or “Contractor”)**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

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

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

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

Pursuant to the terms of the Arthur J. Gallagher contract, Item #25-0278, with the City, and Exhibit A, the Contractor shall purchase the following insurance coverages on behalf of the City:

|  | <i>Coverage/Carrier</i>   |
|--|---|
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property - \$522,225.71</b><br>AIG Specialty Insurance Company                       |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Property</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – 98,680</b><br>Mitsui Sumitomo Insurance Co of America              |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Auto PD &amp; Inland Marine - \$175,135</b><br>Hanover Insurance Company - \$175,135 |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Auto PD &amp; Inland Marine</b>   |

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Liability - \$2,010,174.62 (RECOMMEND)</b><br>Gemini Insurance Company - \$2,443,746.18<br>Gemini Insurance Company & Lexington - \$2,010,174<br>Obsidian Specialty - \$1,802,552<br>Obsidian Specialty - \$2,214,561<br>Obsidian Specialty - \$2,575,075<br><b>The City is rejecting all 3<br/>Obsidian Specialty options.</b> |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject |   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject |   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject |   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject |   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Excess Liability</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Fiduciary Liability - \$11,300</b><br>National Union Fire Insurance Company of Pittsburgh PA   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Fiduciary Liability</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Storage Tank Liability - \$14,643</b><br>ACE American Insurance Company  |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Storage Tank Liability</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Workers' Compensation - \$417,683</b><br>Safety National Casualty Corporation   |
| <b>Included*</b>   | <b>TRIA - Workers' Compensation</b>   |

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Airport Liability - \$14,164 (RECOMMEND – will offer 2 year)</b><br>Starr Indemnity & Liability Company     |
| <input checked="" type="checkbox"/> Option # 1                             |  |
| <input type="checkbox"/> Option # 2  | ACE Property & Casualty Insurance Co - \$12,064 (will offer 3-year option)                                     |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Airport Liability</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Environmental Liability (City) - \$138,384.53</b><br>Evanston Insurance Company                             |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Environmental Liability</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Environmental Liability SFSWMA- \$56,645</b><br>Evanston Insurance Company                                  |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Environmental Liability</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Fine Art - \$5,870</b><br>StarNet Insurance Company   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Fine Art</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Cyber Liability - \$62,975.00</b><br>Palomar Excess and Surplus Insurance Company - \$62,975.00 (RECOMMEND) |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | Palomar Excess and Surplus Insurance Company - \$117,693.29  |

|  |  |
|--|--|
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | Resilience - \$66,436.94   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | Resilience - \$111,243.24  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Crime - \$8,065</b><br>National Union Fire Insurance Company of Pittsburgh PA                         |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Crime</b>  |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property – SFUAD Primary (Non-Hab) – Lexington - \$105,578.08</b><br>Lexington Insurance Company      |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Property</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property - SFUAD Primary Landmark (Non-Hab) - \$128,959.76</b><br>Landmark American Insurance Company |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Property</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property – SFUAD Primary Kinsale (Non-Hab) - \$20,961.11</b><br>Kinsale Insurance Company             |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Excess Property</b>  |

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Endurance (Non-Hab) - \$38,505.61</b><br>Endurance American Specialty Ins Co   |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Arch (Non-Hab) - \$34,741.88</b><br>Arch Specialty Insurance Company           |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Homeland (Non-Hab) - \$95,277.78</b><br>Homeland Insurance Company of New York |
| <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |

### Exposures and Values

The City confirm the payroll, values, schedules, and any other information pertaining to the City’s operations, and submitted to the underwriters, were compiled from information provided by the City. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. The City acknowledges it is its responsibility to notify Gallagher of any material change in its operations or exposures.

**Additional Terms and Disclosures**

Gallagher is not an expert in all aspects of the City’s business. Gallagher’s Proposals for insurance are based upon the information concerning the City business that was provided to Gallagher by the City. Gallagher expects the information the City provides is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing the City’s business, but rather have relied upon the information the City provides to Gallagher in making our insurance Proposals.

The terms of Item # 25-0278 , in particular paragraphs 23 and 24 of Item # 25-0278, govern this contract **to the extent they conflict with the terms of this contract**. Gallagher's liability to the City 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 shall protect the City’s confidential information from unauthorized use or disclosure pursuant to Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

The City has read, understands and agrees that the information contained in Exhibit A and all documents attached to and incorporated into the Exhibit A, is correct and has been disclosed to the City prior to authorizing Gallagher to bind coverage and/or provide services to the City. By signing below, or authorizing Gallagher to bind the City’s insurance coverage through email when allowed, the City acknowledge the City has reviewed and agrees with terms, conditions and disclosures contained in the Exhibit A.

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:

CONTRACTOR:

*Maria King*

\_\_\_\_\_  
MAYOR, ALAN WEBBER

\_\_\_\_\_  
MARIA KING, AREA PRESIDENT

DATE: 06/27/2025

NMBTIN#: \_\_\_\_\_

City of SF Business License #: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:

*Christopher W. Ryan*  
Christopher W. Ryan (Jun 27, 2025 16:44 MDT)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
FINANCE DIRECTOR

# EXHIBIT A



# 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

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## 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.

| <i>Service Team</i>   | <i>Role</i>            | <i>Email</i>            | <i>Phone</i>                             |
|---|------------------------|-------------------------|--|
| <b>John Chino, ARM-PE, CSRM</b><br>Area Senior Vice President | Producer               | John_Chino@ajg.com      | (949) 349-9827 (p)<br>(909) 239-4733 (c) |
| <b>Nasreen Kopecky</b><br>Account Executive                   | Client Service Manager | Nasreen_Kopecky@ajg.com | (949) 349-9857 (p)<br>(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.

| <i>Line Of Coverage</i>   | <i>Insurance Company ** (AM Best Rate/Financial Strength)</i> | <i>Market Response *</i> | <i>Admitted ***</i> |
|---------------------------|---|--------------------------|---------------------|
| 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.

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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%                    |
| <b>Estimated Cost</b>        | <b>\$515,015.00</b>    | <b>\$522,225.21</b>    |

| 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                                |
|-----------------------|---|---|
| <b>Policy Term</b>    | 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%                                    |
| <b>Estimated Cost</b>        | <b>\$100,000.00</b>    | <b>\$98,680.00</b>                     |

| 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              |
| <b>Estimated Cost</b> | <b>\$8,065.00</b> | <b>\$8,065.00</b> |

| 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                  |
|-----------------------|---------------------------|---------------------------|
| <b>Policy Term</b>    | 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              |
| <b>Estimated Cost</b> | <b>\$5,870.00</b> | <b>\$5,870.00</b> |

| 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                       |
|---|--------------------------------|--------------------------------|
| <b>Additional Coverage</b>  |                                |                                |
| 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               | <b>\$160,581.68</b>    | <b>\$138,384.53</b>    |

| 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:**

| <i>Description</i>                         |
|--|
| 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       | <b>\$57,166.67</b>     | <b>\$56,646.50</b>     |

| 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<br>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<br>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       |
| <b>Common policy forms:</b>                 |
| 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<br>Minimum Earned Premium Percentage: 25%<br>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<br>Caja Del Rio Landfill, 149 Wildlife Way, Santa Fe, NM, 87506<br>AST - Storage Tank I.D.: 1   |
| <b>Commercial general liability</b>   |
| 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<br>Limits Of Insurance (Each Employee): \$1,000,000<br>Limits Of Insurance (Aggregate): \$1,000,000<br>Each Employee Deductible: \$1,000<br>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  |
| <b>Site pollution environmental coverage</b>  |
| 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<br>149 Wildlife Way, Santa Fe, NM 87506; Retro date: 12/23/2014; Each Pollution condition:<br>\$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<br>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 Market 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                                     |
| <b>Estimated Cost</b>        | <b>\$218,556.00</b>                          | <b>\$175,135.00</b>                          |

| 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       |
| <b>Estimated Cost</b>        | <b>\$2,302,117.05</b>  | <b>\$2,443,746.18</b>  |

| 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   |



|   |
|---|
| <b>Endorsements (including but not limited to)</b>  |
| Crisis Management Expense Notice - CME 9100 (08/22)   |
| <b>Exclusions (including but not limited to)</b>  |
| 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               |
| <b>Estimated Cost</b> | <b>\$82,379.74</b> | <b>\$77,000.92</b> |

| 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:                |             |             |
| California 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 - California 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, California 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, California 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   |
|-----------------------|--|--|
| <b>Policy Term</b>    | 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               |
| <b>Estimated Cost</b> | <b>\$13,200.00</b> | <b>\$11,300.00</b> |

| 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      | <b>\$18,130.00</b> | <b>\$14,164.00</b> |

| 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      |
| <b>Estimated Cost</b>        | <b>\$14,265.00</b>     | <b>\$14,643.00</b>     |

| 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 |
|--|----------|----------|
| <b>Definition Of Claim:</b>  |          |          |
| <p>“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”.</p> |          |          |

|  |
|--|
| <b>Incident/Claim Reporting Provision:</b> |
| Refer to Policy form                       |

|   |
|---|
| <b>Claims Made Disclaimer:</b>  |
| <p>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.</p> |

| 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  |
|--|
| <p>Subject to:</p> <ul style="list-style-type: none"> <li>- We Must Receive a Signed Copy of the Attached Disclosure Letter Indicating that TRIA Coverage Has Been Accepted or Declined</li> </ul> |

**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<br>341 Caja Del Rio Rd. Santa Fe, New Mexico 87506 | 1           | 285              | AST                    | 7/1/2020         |
| Buckman Direct Diversion<br>341 Caja Del Rio Rd. Santa Fe, New Mexico 87506 | 2           | 285              | AST                    | 7/1/2020         |
| Buckman Direct Diversion<br>341 Caja Del Rio Rd. Santa Fe, New Mexico 87506 | 3           | 300              | AST                    | 7/1/2020         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | 1           | 1,500            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 1      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 2      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 3      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 4      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 5      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 6      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum 7      | 1,050            | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>1780 Canyon Road, Santa Fe, NM 87501  | Alum Day #1 | 500              | AST                    | 7/1/2024         |
| Canyon Road Water Treatment Plant,<br>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,<br>205 Caja del Rio Road, Santa Fe, NM    | 1 | 500   | AST | 7/1/2024 |
| NW Quad Pump Station, 1048<br>Camino de Los Montoya's, Santa Fe NM 87506 | 1 | 1,500 | AST | 7/1/2024 |
| Santa Fe Police Department, 2515<br>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               | <b>\$381,936.00</b>           | <b>\$417,683.00</b> |

| 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%                    |
| <b>Estimated Cost</b>        | <b>\$113,490.77</b>    | <b>\$105,578.08</b>    |

| 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%                    |
| <b>Estimated Cost</b>        | <b>\$137,297.85</b>    | <b>\$128,959.76</b>    |

| 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%                    |
| <b>Estimated Cost</b>        | <b>\$23,824.38</b>     | <b>\$20,961.11</b>     |

| 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%                    |
| <b>Estimated Cost</b>        | <b>\$40,531.68</b>     | <b>\$38,505.61</b>     |

| 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%                    |
| <b>Estimated Cost</b>        | <b>\$40,531.68</b>     | <b>\$34,741.88</b>     |

| 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      | <b>\$101,457.96</b>    | <b>\$95,277.78</b>     |

| 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  |
|--|-----------------------|-----------------------|-----------------------|---|
| <b>Property Including &amp; Equipment Breakdown</b>                | Premium               | \$500,000.00          | \$507,000.00          | \$100,000,000 Limit<br>\$100k Deductible<br>6% decrease in rate<br>8% increase in TIV |
|  | Taxes                 | \$15,015.00           | \$15,225.21           |   |
|  | <b>Estimated Cost</b> | <b>\$515,015.00</b>   | <b>\$522,225.21</b>   |   |
|  | <b>TIV</b>            | 432,895,424           | 483,557,020           |   |
| <b>Excess Property</b>   | Premium               | \$100,000.00          | \$98,680.00           |   |
|  | <b>Estimated Cost</b> | <b>\$100,000.00</b>   | <b>\$98,680.00</b>    |   |
| <b>Business Auto including Physical Damage &amp; Inland Marine</b> | Premium               | \$218,556.00          | \$175,135.00          | Auto PD ONLY  |
|  | <b>Estimated Cost</b> | <b>\$218,556.00</b>   | <b>\$175,135.00</b>   |   |
| <b>Excess Liability including Law Enforcement</b>                  | Premium               | \$2,235,000.00        | \$1,946,569.00        | Gemini/Lexington option   |
|  | Taxes                 | \$67,117.05           | \$63,605.62           |   |
|  | <b>Estimated Cost</b> | <b>\$2,302,117.05</b> | <b>\$2,010,174.62</b> |   |
|  |                       | \$3mm limit           | \$3mm limit           |   |
|  |                       | \$1.5mm SIR           | \$1mm SIR             |   |
| <b>Fiduciary Liability</b>   | Premium               | \$13,200.00           | \$11,300.00           |   |
|  | <b>Estimated Cost</b> | <b>\$13,200.00</b>    | <b>\$11,300.00</b>    |   |
| <b>Storage Tank Liability</b>                                      | Premium               | \$14,265.00           | \$14,643.00           |   |
|  | <b>Estimated Cost</b> | <b>\$14,265.00</b>    | <b>\$14,643.00</b>    |   |

**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   |
|---|------------------------|--|--|--|
| <b>Excess Workers' Compensation</b>   | Premium                | \$381,936.00   | \$417,683.00   | <b>9.3% increase due to payroll; rate flat</b>         |
|   | <b>Estimated Cost</b>  | <b>\$381,936.00</b>  | <b>\$417,683.00</b>  |  |
|   | Payroll                | \$104,927,533  | \$114,748,029  |  |
|   | <b>Safety National</b> | Rate .364  | .364   |  |
|   | Retention              | Police/Fire: \$750K<br>Wildland: \$1,000,000<br>All others: \$600K | Police/Fire: \$750K<br>Wildland: \$1,000,000<br>All others: \$600K |  |
| <b>Aviation Liability<sup>2</sup></b>                                       | Premium                | \$18,130.00  | \$14,164.00  |  |
|   | <b>Estimated Cost</b>  | <b>\$18,130.00</b>   | <b>\$14,164.00</b>   |  |
| <b>Pollution Legal Liability (city properties)</b>                          | Premium                | \$155,900.00   | \$134,000.00   |  |
|   | Taxes                  | \$4,681.68   | \$4,384.53   |  |
|   | <b>Estimated Cost</b>  | <b>\$160,581.68</b>  | <b>\$138,384.53</b>  |  |
| <b>Santa Fe Solid Waste Pollution Liability Including General Liability</b> | Premium                | \$55,500.00  | \$54,645.00  |  |
|   | Taxes                  | \$1,666.67   | 2,000.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$57,166.67</b>   | <b>\$56,645.00</b>   |  |
| <b>Inland Marine - Fine Arts<sup>1</sup></b>                                | Premium                | \$5,870.00   | \$5,870.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$5,870.00</b>  | <b>\$5,870.00</b>  |  |
| <b>Cyber Liability</b>  | Premium                | \$79,178.00  | \$60,339.00  |  |
|   | Taxes                  | 3,201.74   | \$2,036.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$82,379.74</b>   | <b>\$62,975.00</b>   |  |
| <b>Crime</b>  | Premium                | \$8,065.00   | \$8,065.00   |  |
|   | <b>Estimated Cost</b>  | <b>\$8,065.00</b>  | <b>\$8,065.00</b>  |  |
| <b>Property - SFUAD</b>   | Premium                | \$479,807.00   | \$411,312.00   | <b>Habitational building removed due to demolition</b> |
|   | Taxes                  | \$15,078.00  | \$12,712.00  |  |
|   | <b>Estimated Cost</b>  | <b>\$494,885.00</b>  | <b>\$424,024.21</b>  |  |
| <b>Total Premium</b>  |                        | <b>\$4,372,167.14</b>  | <b>\$3,959,968.57</b>  | <b>-9.43% DECREASE based on options chosen</b>         |

<sup>1</sup>Coverage for Fine Arts for ALL locations owned and operated by City; Deductible \$1,000 and \$5,000 for outdoor sculptures.

<sup>2</sup>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

| <i>Carrier / Payable Carrier</i>                              | <i>Line Of Coverage</i>      | <i>Payment Schedule</i>  | <i>Payment Method</i> |
|---|------------------------------|--------------------------|-----------------------|
| <b>ACE American Insurance Company</b>                         | Storage Tank Liability       | Payment due upon receipt | Agency Bill           |
| <b>Safety National Casualty Corporation</b>                   | Excess Workers' Compensation | Payment due upon receipt | Agency Bill           |
| <b>Starr Indemnity &amp; Liability Company</b>                | Airport Liability            | Payment due upon receipt | Agency Bill           |
| <b>ACE Property &amp; Casualty Insurance Co</b>               | Airport Liability            | Payment due upon receipt | Agency Bill           |
| <b>Evanston Insurance Company</b>                             | Environmental Liability      | Payment due upon receipt | Agency Bill           |
| <b>Gemini Insurance Company</b>                               | Excess Liability             | Payment due upon receipt | Agency Bill           |
| <b>Palomar Excess and Surplus Insurance Company</b>           | Cyber Liability              | Payment due upon receipt | Agency Bill           |
| <b>Endurance American Specialty Ins Co</b>                    | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>National Union Fire Insurance Company of Pittsburgh PA</b> | Crime                        | Payment due upon receipt | Agency Bill           |
| <b>Landmark American Insurance Company</b>                    | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>Mitsui Sumitomo Insurance Co of America</b>                | Excess Property              | Payment due upon receipt | Agency Bill           |
| <b>StarNet Insurance Company</b>                              | Fine Art                     | Payment due upon receipt | Agency Bill           |
| <b>Arch Specialty Insurance Company</b>                       | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>AIG Specialty Insurance Company</b>                        | Property                     | Payment due upon receipt | Agency Bill           |
| <b>Kinsale Insurance Company</b>                              | Property - SFUAD             | Payment due upon receipt |                       |
| <b>Lexington Insurance Company</b>                            | Property - SFUAD             | Payment due upon receipt | Agency Bill           |
| <b>Hanover Insurance Company</b>                              | 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 Gallagher’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  |
|---|---|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property - \$522,225.71</b><br>AIG Specialty Insurance Company   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Property</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – 98,680</b><br>Mitsui Sumitomo Insurance Co of America  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Auto PD &amp; Inland Marine - \$175,135</b><br>Hanover Insurance Company - \$175,135   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Auto PD &amp; Inland Marine</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Liability - \$2,010,174.62 (RECOMMEND)</b><br>Gemini Insurance Company - \$2,443,746.18<br>Gemini Insurance Company & Lexington - \$2,010,174<br>Obsidian Specialty - \$1,802,552<br>Obsidian Specialty - \$2,214,561<br>Obsidian Specialty - \$2,575,075 |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Liability</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Fiduciary Liability - \$11,300</b><br>National Union Fire Insurance Company of Pittsburgh PA   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Fiduciary Liability</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Storage Tank Liability - \$14,643</b><br>ACE American Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Storage Tank Liability</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Workers' Compensation - \$417,683</b><br>Safety National Casualty Corporation   |
| <b>Included*</b>  | <b>TRIA - Workers' Compensation</b>   |

|   |  |
|---|--|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Airport Liability - \$14,164 (RECOMMEND – will offer 2 year)</b>        |
| <input type="checkbox"/> Option # 1                             | Starr Indemnity & Liability Company  |
| <input type="checkbox"/> Option # 2                             | ACE Property & Casualty Insurance Co - \$12,064 (will offer 3-year option) |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Airport Liability</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Environmental Liability (City) - \$138,384.53</b>                       |
|   | Evanston Insurance Company   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Environmental Liability</b>                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Environmental Liability SFSWMA- \$56,645</b>                            |
|   | Evanston Insurance Company   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Environmental Liability</b>                                      |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Fine Art - \$5,870</b>  |
|   | StarNet Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Fine Art</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Cyber Liability - \$62,975.00</b>                                       |
|   | Palomar Excess and Surplus Insurance Company - \$62,975.00 (RECOMMEND)     |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Palomar Excess and Surplus Insurance Company - \$117,693.29                |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Resilience - \$66,436.94   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Resilience - \$111,243.24  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Crime - \$8,065</b>   |
|   | National Union Fire Insurance Company of Pittsburgh PA                     |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Crime</b>  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property – SFUAD Primary (Non-Hab) – Lexington - \$105,578.08</b>       |
|   | Lexington Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property - SFUAD Primary Landmark (Non-Hab) - \$128,959.76</b>          |
|   | Landmark American Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property – SFUAD Primary Kinsale (Non-Hab) - \$20,961.11</b>            |
|   | Kinsale Insurance Company  |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>  |

|   |   |
|---|---|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Endurance (Non-Hab) - \$38,505.61</b><br>Endurance American Specialty Ins Co   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Arch (Non-Hab) - \$34,741.88</b><br>Arch Specialty Insurance Company           |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Excess Property – SFUAD Homeland (Non-Hab) - \$95,277.78</b><br>Homeland Insurance Company of New York |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>TRIA - Excess Property</b>   |

**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:

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**Coverage Amendments and Notes:**

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**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.aig.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 <sup>1</sup> | Est. Annual Premium <sup>2</sup> | 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 <sup>1</sup> | Est. Annual Premium <sup>2</sup> | 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%   |

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> 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<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: National Union Fire Insurance Company of Pittsburgh PA<br>Phone: 888-602-5246<br>Fax: 866-277-1750<br>Email: <a href="mailto:c-Claim@AIG.com">c-Claim@AIG.com</a><br>Web: <a href="https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims">https://www.aig.com/fnol-claim-reporting-guide/financial-lines-claims</a> |

| Coverage(s): Storage Tank Liability  | Report To:  |
|--|---|
| Insurer: ACE American Insurance Company<br><br>Policy Term: 07/01/2025 to 07/01/2026 | Insurer/TPA Name: ACE American Insurance Company<br>Phone:<br>Fax: (866) 635-5687 , First Notice Fax: (800) 951-4119<br>Email: <a href="mailto:CasualtyRiskEnvironmentalFirstNotice@chubb.com">CasualtyRiskEnvironmentalFirstNotice@chubb.com</a> |

| Coverage(s): Airport Liability  | Report To:   |
|---|--|
| Insurer: Starr Indemnity & Liability Company<br><br>Policy Term: 07/01/2025 to 07/01/2026 | Insurer/TPA Name: Starr Indemnity & Liability Company<br>Phone: For Hull Claims: Jeffrey Greenawalt : Cell: (214) 223-0202<br>For Liability Claims: Christopher Watkins - Cell: (404)-476-9853 ,Office (404) 736-2991<br>Fax:<br>Email: <a href="mailto:AviationClaimReports@starrcompanies.com">AviationClaimReports@starrcompanies.com</a> |

| Coverage(s): Fine Arts  | Report To:  |
|---|---|
| Insurer: StarNet Insurance Company<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/TPA Name: StarNet Insurance Company<br>Phone: 866-499-5239<br>Fax:<br>Email: <a href="mailto:claims@berkley-tech.com">claims@berkley-tech.com</a><br>Web: <a href="https://www.berkley-tech.com/claims/">https://www.berkley-tech.com/claims/</a> |

| <i>Coverage(s): Crime</i>  | <i>Report To:</i>   |
|--|---|
| Insurer: National Union Fire Insurance Company of Pittsburgh PA<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: National Union Fire Insurance Company of Pittsburgh PA<br><br>Phone:<br>Fax: 866-277-1750<br>Email: <a href="mailto:c-Claim@AIG.com">c-Claim@AIG.com</a> |

| <i>Coverage(s): Excess Liability</i>   | <i>Report To:</i>  |
|--|--|
| Insurer: Gemini Insurance Company<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: Gemini Insurance Company<br><br>Phone: 866-915-7478<br>Fax: 402-492-8352<br>Email: <a href="mailto:claims@vela-ins.com">claims@vela-ins.com</a><br>Web: <a href="https://www.vela-ins.com/claims">https://www.vela-ins.com/claims</a> |

| <i>Coverage(s): Excess Property</i>  | <i>Report To:</i>  |
|--|--|
| Insurer: Mitsui Sumitomo Insurance Company of America<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: Mitsui Sumitomo Insurance Company of America<br><br>Phone: 866-676-6872<br>Fax: (866) 329-6766<br>Email: <a href="mailto:NewLoss@msigusa.com">NewLoss@msigusa.com</a><br>Web: <a href="http://www.msigusa.com/claims/report-a-claim/">http://www.msigusa.com/claims/report-a-claim/</a> |

| <i>Coverage(s): Property Including B&amp;M</i>  | <i>Report To:</i>  |
|---|--|
| Insurer: AIG Specialty Insurance Company<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: AIG Specialty Insurance Company<br><br>Phone: 877-399-6442<br>Fax:<br>Email: <a href="mailto:newloss-usproperty&amp;energy@aig.com">newloss-usproperty&amp;energy@aig.com</a><br>Web: <a href="https://www.aig.com/business/business-claims">https://www.aig.com/business/business-claims</a> |

| <i>Coverage(s): Automobile &amp; Inland Marine</i>                              | <i>Report To:</i>   |
|---|---|
| Insurer: Hanover Insurance Company<br><br>Policy Term: 07/01/2025 To 07/01/2026 | Insurer/ TPA Name: Hanover Insurance Company<br>Phone: 800-628-0250; Platinum Holders: 800-799-6977<br>Fax: 800-399-4734<br>Email: <a href="mailto:firstreport@hanover.com">firstreport@hanover.com</a><br>Web: <a href="https://www.hanover.com/claims.html">https://www.hanover.com/claims.html</a> |

| <i>Coverage(s): Property</i>  | <i>Report To:</i>  |
|---|--|
| Insurer: AIG Specialty Insurance Company<br><br>Policy Term: 07/01/2024 To 07/01/2025 | Insurer/ TPA Name: AIG Specialty Insurance Company<br>Phone: 877-399-6442<br>Fax:<br>Email: <a href="mailto:newloss-usproperty&amp;energy@aig.com">newloss-usproperty&amp;energy@aig.com</a><br>Web: <a href="https://www.aig.com/business/business-claims">https://www.aig.com/business/business-claims</a> |

**Reporting to Gallagher or Assistance in Reporting**

| <i>Coverage(s):</i>   | <i>Report To:</i>   |
|---|---|
| <b>Gallagher Claim Center</b><br>Policy Number:<br>Policy Term: | Phone: 855-497-0578<br>Fax: 225-663-3224<br>Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a> |



## 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.

### 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<sup>®</sup>



Gallagher CORE360<sup>®</sup> 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.

## 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

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Since 1927.

## 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](mailto: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.





# 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<sup>SM</sup> 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 Benefit Services Flyer

## Gallagher Better Works™ Builds a Better Workplace

Gallagher Better Works<sup>SM</sup> 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

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# Business Continuity and Resilience

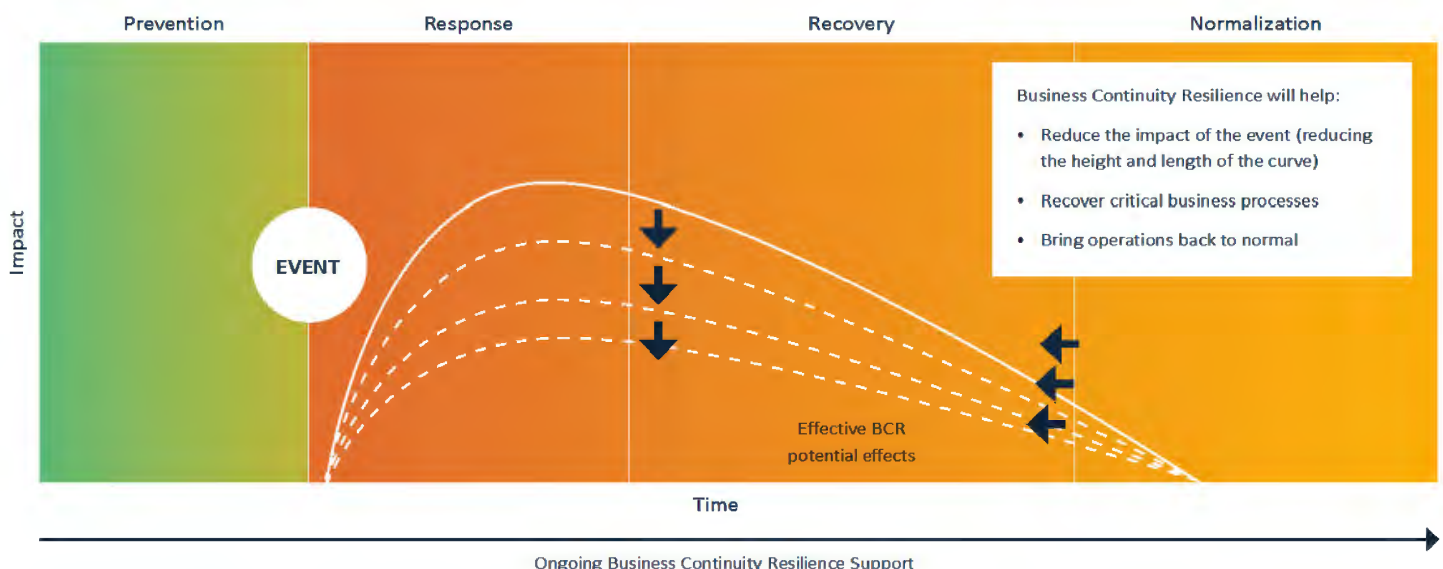
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- 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.



#### 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

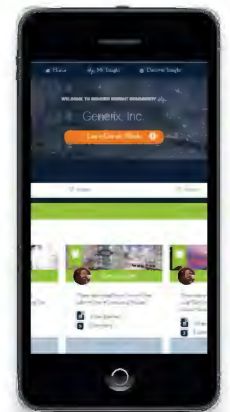
Gallagher was founded on a culture of service and a common interest doing what’s in our clients’ best interest. We understand the importance of leading with value-based decisions and exemplifying an overall commitment to integrity.

## 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.



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Insurance | Risk Management | Consulting

# Contractual Risk Compliance



**Gallagher**

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## 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**<sup>SM</sup> 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.



**Learn More About CORE360®**

Gallagher Verify is part of Gallagher CORE360, 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.**  
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The Purchasing Memo

**Date:** June 11, 2025

**To:** Governing Body

**From:** Caryn Grosse, PMP, Public Works Project Manager III *Caryn Grosse*

**Via:** Regina Wheeler, Public Works Department Director *RW*  
 Sam Burnett, Facilities Division Director *JB*  
RW (Jun 11, 2025 13:08 MDT)  
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](mailto: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: [Signature] 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: ERIKALUTJAN Title: Grants Manager Date: 06/12/2025  
Comment/Exceptions: \_\_\_\_\_

**Capital Asset or Project?**  Yes |  No  
Project Ledger Number PWD2532021  
Approval: Jessie 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. [REDACTED]

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.

| <b>Milestone</b>  | <b>Completion Date</b> |
|---|------------------------|
| 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:

CONTRACTOR:  
Paradise Power Company, Inc.

*Daniel Weinman*

\_\_\_\_\_  
ALAN WEBBER, MAYOR

\_\_\_\_\_  
DANIEL WEINMAN, PRESIDENT/CEO

DATE: \_\_\_\_\_

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: | CBJCHBCAABAAJUfBBLpIMSCcJ70XbqGx7FQQ7ZrFaSre |


## "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  
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Signature Date: 2025-06-10 - 2:54:14 PM GMT - Time Source: server- IP address: 209.188.127.13

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 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

**Date:** November 21, 2024

**To:** Governing Body

**From:** Caryn Grosse, PMP, Facilities Project Manager III 

**Via:** Regina Wheeler, Public Works Department Director   
Sam Burnett, Facilities Division Director 

**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](mailto: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:  Date: Nov 27, 2024


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

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

Construction, Facilities, Furniture, Fixtures, Equipment included?  Yes |  No

Approval: \_\_\_\_\_ Signature:  Date: \_\_\_\_\_

Comment/Exception: \_\_\_\_\_

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 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](mailto:elkahahane@santafenm.gov))

**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](mailto: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](mailto: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](mailto: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:

CONTRACTOR:  
Paradise Power Company, Inc.

  
Alan Webber (Dec 15, 2024 14:09 MST)  
ALAN WEBBER, MAYOR


*Daniel Weinman*  
DANIEL WEINMAN, PRESIDENT/CEO

DATE: Dec 15, 2024

DATE: Nov 14, 2024

NMBTIN: 03-082825-00-2

ATTEST:

  
Andrea Salazar (Dec 11, 2024 08:27 MST)  
CITY CLERK  
GB MTG 12/11/2024 *xrv*

CITY ATTORNEY'S OFFICE:

  
Kevin L. Nault (Nov 14, 2024 16:17 MST)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
FINANCE DIRECTOR



**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 Acquisition 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.

|                          |                    |
|--------------------------|--------------------|
| <b>PCC Solar Fee:</b>    | \$545,100.00       |
| <b>NM GRT (8.1875%):</b> | <u>\$44,630.06</u> |
| <b>Total Price:</b>      | \$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 warranties; 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.

| <b>Payment Milestones:</b>  | <b>PRICE</b>        | <b>NMGRT</b>       | <b>TOTAL PRICE</b>  |
|---|---------------------|--------------------|---------------------|
| 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         |
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| Project Sign-off (withhold)   | \$11,500.00         | \$941.56           | \$12,441.56         |
| <b>TOTAL</b>  | <b>\$545,100.00</b> | <b>\$44,630.06</b> | <b>\$589,730.06</b> |










# 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-p2XO7ANqkgzuDGF2CYRFBVfpw |

## "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





## 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 Acquisition 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.



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Specific tasks and BRAIN functionality for Milestone 7 include:

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Additional Contribution

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- 7.

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| <b>TOTAL</b>  | <b>\$545,100.00</b> | <b>\$44,630.06</b> | <b>\$589,730.06</b> |



**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.**

Procurement Specialist: James Ortega

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

**Invoice:**  
**As Requested at Time of Order**

**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

**Certificate Of Completion**

Envelope Id: 9CE5A74B6F7C4A83A44E838D94124335  
 Subject: Please DocuSign: SPD SPA  
 Source Envelope:  
 Document Pages: 1  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 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<br>2/9/2024 3:30:25 PM | Holder: James Ortega<br>james.ortega@gsd.nm.gov | Location: DocuSign |
| Security Appliance Status: Connected    | Pool: StateLocal                                |                    |
| Storage Appliance Status: Connected     | Pool: GSD                                       | Location: DocuSign |

**Signer Events**

Michael Saavedra  
 Michael.Saavedra@gsd.nm.gov  
 New Mexico General Services  
 Security Level: Email, Account Authentication (None)

**Signature**

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.62.10

**Timestamp**

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)

  
 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  
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**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**

|                                  |               |                  |
|----------------------------------|---------------|------------------|
| <b>Certified Delivery Events</b> | <b>Status</b> | <b>Timestamp</b> |
|----------------------------------|---------------|------------------|

|                           |               |                  |
|---------------------------|---------------|------------------|
| <b>Carbon Copy Events</b> | <b>Status</b> | <b>Timestamp</b> |
|---------------------------|---------------|------------------|

|                       |                  |                  |
|-----------------------|------------------|------------------|
| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|-----------------------|------------------|------------------|

|                      |                  |                  |
|----------------------|------------------|------------------|
| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
|----------------------|------------------|------------------|

|                                |               |                   |
|--------------------------------|---------------|-------------------|
| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
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| 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 |

|                       |               |                   |
|-----------------------|---------------|-------------------|
| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
|-----------------------|---------------|-------------------|

|   |
|---|
| <b>Electronic Record and Signature Disclosure</b> |
|---|

## **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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
**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.

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@gsd.nm.gov**

**Invoice:**  
As Requested at Time of Order

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 Paulk*

State Purchasing Agent

Date: 10/18/2022

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

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

**Certificate Of Completion**

|  |                             |
|--|-----------------------------|
| Envelope Id: D50738E9DF7C45F9BFBBAA4F37B06F852     | Status: Completed           |
| Subject: Please DocuSign: 20-00000-21-00029 A001   |                             |
| Source Envelope:                                   |                             |
| Document Pages: 1                                  | Signatures: 1               |
| Certificate Pages: 5                               | Initials: 2                 |
| AutoNav: Enabled                                   | Envelope Originator:        |
| Envelopeld Stamping: Enabled                       | Clarke Fountain             |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 13 Bataan Blvd              |
|  | Santa Fe, NM 87508          |
|  | ClarkeJ.Fountain@gsd.nm.gov |
|  | IP Address: 67.0.225.0      |

**Record Tracking**

|                                      |                             |                    |
|--------------------------------------|-----------------------------|--------------------|
| Status: Original                     | Holder: Clarke Fountain     | Location: DocuSign |
| 10/17/2022 4:06:23 PM                | ClarkeJ.Fountain@gsd.nm.gov |                    |
| Security Appliance Status: Connected | Pool: StateLocal            |                    |
| Storage Appliance Status: Connected  | Pool: GSD                   | Location: DocuSign |

**Signer Events**

| Signer Events  | Signature   | Timestamp  |
|--|---|--|
| Michael Saavedra<br>michael.saavedra@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | <i>MS</i><br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 10/17/2022 4:08:48 PM<br>Resent: 10/17/2022 4:27:26 PM<br>Viewed: 10/18/2022 7:34:49 AM<br>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<br>clarkej.fountain@gsd.nm.gov<br>Procurement Specialist<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | <i>CF</i><br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.0.225.0 | Sent: 10/18/2022 7:35:14 AM<br>Viewed: 10/18/2022 7:41:48 AM<br>Signed: 10/18/2022 7:41:59 AM |
|---|---|---|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

|  |  |   |
|--|--|---|
| Valerie Paulk<br>Valerie.Paulk@gsd.nm.gov<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) | <i>Valerie Paulk</i><br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.0.221.253 | Sent: 10/18/2022 7:42:00 AM<br>Viewed: 10/18/2022 9:08:36 AM<br>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 |

| <b>Certified Delivery Events</b>                  | <b>Status</b>    | <b>Timestamp</b>      |
|---|------------------|-----------------------|
| <b>Carbon Copy Events</b>                         | <b>Status</b>    | <b>Timestamp</b>      |
| <b>Witness Events</b>                             | <b>Signature</b> | <b>Timestamp</b>      |
| <b>Notary Events</b>                              | <b>Signature</b> | <b>Timestamp</b>      |
| <b>Envelope Summary Events</b>                    | <b>Status</b>    | <b>Timestamps</b>     |
| 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 |
| <b>Payment Events</b>                             | <b>Status</b>    | <b>Timestamps</b>     |
| <b>Electronic Record and Signature Disclosure</b> |                  |                       |

## **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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.SPInfo@state.nm.us](mailto:GSD.SPInfo@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.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



State of New Mexico  
General Services Department

Statewide Price Agreement

**Awarded Vendor:**  
**8 Vendors – Starts on Page 6**

Price Agreement Number: 20-00000-21-00029

Payment Terms: See Page 6

F.O.B.: Destination

Delivery: See Page 6

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

Procurement Specialist: Mark Lujan

Telephone No.: (505) 795-2516

Email: Mark.Lujan@state.nm.us

**Invoice:**  
**As Requested at Time of Order**

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**

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-21-00029

Page-2

**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

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-21-00029

Page-3

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

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Statewide Price Agreement #: 20-00000-21-00029

Page-4

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)

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-21-00029

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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 of 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-21-00029

Page-6

**Awarded Vendors:**

|  |  |
|--|--|
| <p><b>(AA) 0000117314</b><br/><b>Affordable Solar Group, LLC</b><br/><b>dba: Affordable Solar Installations</b><br/><b>4840 Pan American E. Fwy NE</b><br/><b>Albuquerque, NM 87109</b><br/><b>505-944-4220</b><br/><b>dylan.connelly@affordable-solar.com</b><br/><b>service@affordable-solar.com</b></p> | <p>Payment<br/>Term: <b>determined by contract</b></p> <p>Delivery: <b>at job site</b></p> |
|--|--|

|  |   |
|--|---|
| <p><b>(AB) 0000082606</b><br/><b>EverGuard Solar Energy LLC</b><br/><b>dba: EverGuard Roofing</b><br/><br/><b>512 Veranda Rd NW</b><br/><b>Albuquerque, NM 87107</b><br/><b>505-242-6511</b><br/><b>shaun@evergauroofing.com</b></p> | <p>Payment<br/>Term: <b>Net 30</b></p> <p>Delivery: <b>512 Veranda Rd NW,</b><br/><b>Albuquerque, NM</b><br/><b>87107</b></p> |
|--|---|

|  |   |
|--|---|
| <p><b>(AC) 0000134788</b><br/><b>Los Ebanistas, Inc.</b><br/><br/><b>PO Box 10</b><br/><b>Dixon, NM 87527</b><br/><b>505-455-8875</b><br/><b>mark@sollunasolar.com</b></p> | <p>Payment<br/>Term: <b>Net 30 (Negotiable)</b></p> <p>Delivery: <b>FOB Destination</b><br/><b>Determined Per</b><br/><b>Project Award Location</b></p> |
|--|---|

|   |   |
|---|---|
| <p><b>(AD) 0000092230</b><br/><b>Osceola Inc.</b><br/><br/><b>1300 1st Street NW</b><br/><b>Albuquerque, NM 87102</b><br/><b>505-850-8863</b><br/><b>info@osceolaenergy.com</b></p> | <p>Payment<br/>Term: <b>Net 30</b></p> <p>Delivery: <b>Deliver to 1300 1st Street</b><br/><b>NW,</b><br/><b>Albuquerque, NM 87102</b></p> |
|---|---|

|  |   |
|--|---|
| <p><b>(AE) 0000081451</b><br/><b>Paradise Power Company Inc.</b><br/><b>dba: PPC Solar</b></p> | <p>Payment<br/>Term: <b>Net 30</b></p> <p>Delivery:</p> |
|--|---|

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-21-00029

**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).

|  |  |   |                     |
|--|--|---|---------------------|
| <b>PRODUCER</b><br>Brown & Brown Insurance Services, Inc.<br>627 Paseo Del Pueblo Sur<br><br>Taos NM 87571 |  | <b>CONTACT NAME:</b> Yolanda Vigil<br><b>PHONE (A/C, No, Ext):</b> (575) 758-2247<br><b>E-MAIL ADDRESS:</b> Yolanda.Vigil@bbrown.com<br><b>FAX (A/C, No):</b> |                     |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                     |
|  |  | <b>INSURER A:</b> Donegal Mutual Insurance Company  | <b>NAIC #</b> 13692 |
|  |  | <b>INSURER B:</b> New Mexico Assurance Company  | 13673               |
|  |  | <b>INSURER C:</b>   |                     |
|  |  | <b>INSURER D:</b>   |                     |
|  |  | <b>INSURER E:</b>   |                     |
|  |  | <b>INSURER F:</b>   |                     |

**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPT9444249    | 06/01/2025              | 06/01/2026              | EACH OCCURRENCE   | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 100,000   |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)  | \$ 5,000     |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE   | \$ 2,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000 |
|          |  |           |          |               |                         |                         |   | \$           |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 1000178525    | 06/01/2025              | 06/01/2026              | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)  | \$           |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)  | \$           |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)  | \$           |
|          |  |           |          |               |                         |                         |   | \$           |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | CXL9444249    | 06/01/2025              | 06/01/2026              | EACH OCCURRENCE   | \$ 2,000,000 |
|          |  |           |          |               |                         |                         | AGGREGATE   | \$ 2,000,000 |
|          |  |           |          |               |                         |                         |   | \$           |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 61900.117     | 06/01/2025              | 06/01/2026              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT  | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ 1,000,000 |
| A        | 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****CANCELLATION**

|   |  |
|---|--|
| City of Santa Fe<br>200 Lincoln Ave<br>PO Box 909<br>Santa Fe NM 87504-0909 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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## 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](mailto: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](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
  - Emergency Related Purchases - [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)
  - Asset over \$5k - [lmstorey@santafenm.gov](mailto:lmstorey@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](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://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsa.library.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](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto: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](mailto: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](https://intranet.santafenm.gov/finance_1)



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](mailto: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): \_\_\_\_\_
  - 3<sup>rd</sup> 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
  - Unknown (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): \_\_\_\_\_
- 3<sup>rd</sup> 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<br><input type="checkbox"/> | Under 3<br>months<br><input type="checkbox"/> | 3 to 6<br>months<br><input checked="" type="checkbox"/> | 6-12 months<br><input type="checkbox"/> | More than 1<br>yrs<br><input type="checkbox"/> | Other:<br><input type="checkbox"/> |
|-------------------------------------|---|---|---|--|------------------------------------|

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:                          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 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\_1 1 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-V6IHjXOZBoY79iz7ti  |


## "Contract Packet\_PPC\_BRAIN\_\$589,730.06\_11 14 2024\_CG1 T F1 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

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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

 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



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**7 Vendors**

Price Agreement Number: **50-00000-25-00049**

Payment Terms: **Net 30**

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

Delivery: **As Requested,**

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

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

**Invoice:**  
As Requested at the Time of Order

For questions regarding this agreement please contact:

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

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(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

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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

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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

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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 of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

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**Awarded Vendors:**

(AA) 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,**

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(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,**

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**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.

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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 modern 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).

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| 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

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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.

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- 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

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- 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

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- 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.

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- 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.

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- 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.

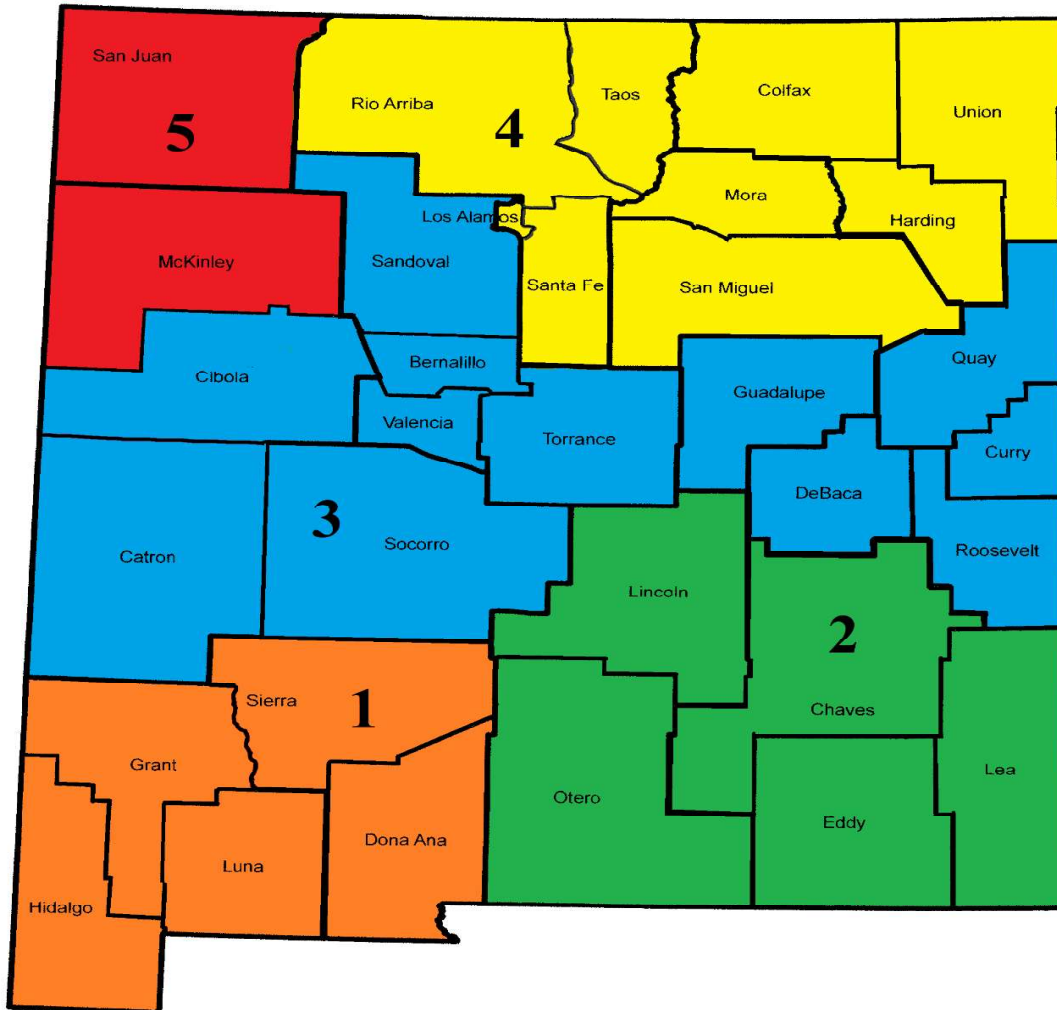
#### D. RECORDS AND DOCUMENTATION

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).

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- 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

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**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

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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 ground. 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.

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**Items:**

| Item   | Article/Description                      | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|--|--|---------|---------|---------|---------|---------|
| <b>A. Price per Watt DC for systems with power system size up to 50 kW for each of the following support structures:</b> |  |         |         |         |         |         |
| <b>1</b>   | <b>Fixed Pole Mount</b>                  |         |         |         |         |         |
|  | 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  |
| <b>2</b>   | <b>Pole Mount Dual Axis Tracking</b>     |         |         |         |         |         |
|  | 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  |
| <b>3</b>   | <b>Ground Mount Single Axis Tracking</b> |         |         |         |         |         |
|  | 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  |
| <b>4</b>   | <b>Pitched roof Mount</b>                |         |         |         |         |         |
|  | 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  |
| <b>5</b>   | <b>Flat Roof Mount</b>                   |         |         |         |         |         |
|  | 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  |

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| Item     | Article/Description | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|----------|---------------------|--------|--------|--------|--------|--------|
| <b>6</b> | <b>Ground Mount</b> |        |        |        |        |        |
|          | 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 |

|          |                       |        |        |        |        |        |
|----------|-----------------------|--------|--------|--------|--------|--------|
| <b>7</b> | <b>Carpport Mount</b> |        |        |        |        |        |
|          | 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:**

|          |                         |        |        |        |        |        |
|----------|-------------------------|--------|--------|--------|--------|--------|
| <b>8</b> | <b>Fixed Pole Mount</b> |        |        |        |        |        |
|          | 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 |

|          |                                      |        |        |        |        |        |
|----------|--------------------------------------|--------|--------|--------|--------|--------|
| <b>9</b> | <b>Pole Mount Dual Axis Tracking</b> |        |        |        |        |        |
|          | 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 |

|           |  |        |        |        |        |        |
|-----------|--|--------|--------|--------|--------|--------|
| <b>10</b> | <b>Ground Mount Single Axis Tracking</b> |        |        |        |        |        |
|           | 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 |

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| Item      | Article/Description       | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|-----------|---------------------------|--------|--------|--------|--------|--------|
| <b>11</b> | <b>Pitched Roof Mount</b> |        |        |        |        |        |
|           | 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 |

|           |                        |        |        |        |        |        |
|-----------|------------------------|--------|--------|--------|--------|--------|
| <b>12</b> | <b>Flat Roof Mount</b> |        |        |        |        |        |
|           | 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 |

|           |                     |        |        |        |        |        |
|-----------|---------------------|--------|--------|--------|--------|--------|
| <b>13</b> | <b>Ground Mount</b> |        |        |        |        |        |
|           | 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 |

|           |                       |        |        |        |        |        |
|-----------|-----------------------|--------|--------|--------|--------|--------|
| <b>14</b> | <b>Carpport Mount</b> |        |        |        |        |        |
|           | 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 100.1 to 500 kW for each of the following support structures:**

|           |                         |        |        |        |        |        |
|-----------|-------------------------|--------|--------|--------|--------|--------|
| <b>15</b> | <b>Fixed Pole Mount</b> |        |        |        |        |        |
|           | 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 |

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| Item | Article/Description                  | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|--------------------------------------|--------|--------|--------|--------|--------|
| 16   | <b>Pole Mount Dual Axis Tracking</b> |        |        |        |        |        |
|      | 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           | <b>Ground Mount Single Axis Tracking</b> |        |        |        |        |        |
|              | 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           | <b>Pitched roof Mount</b> |        |        |        |        |        |
|              | 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           | <b>Flat Roof Mount</b> |        |        |        |        |        |
|              | 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           | <b>Ground Mount</b> |        |        |        |        |        |
|              | 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 |        |

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| Item | Article/Description  | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|----------------------|--------|--------|--------|--------|--------|
| 21   | <b>Carport Mount</b> |        |        |        |        |        |
|      | 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 500.1 kW for each of the following support structures:**

| Item | Article/Description     | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|-------------------------|--------|--------|--------|--------|--------|
| 22   | <b>Fixed Pole Mount</b> |        |        |        |        |        |
|      | 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 |

| Item | Article/Description                  | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|--------------------------------------|--------|--------|--------|--------|--------|
| 23   | <b>Pole Mount Dual Axis Tracking</b> |        |        |        |        |        |
|      | 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 |

| Item | Article/Description                      | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|--|--------|--------|--------|--------|--------|
| 24   | <b>Ground Mount Single Axis Tracking</b> |        |        |        |        |        |
|      | 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 |

| Item | Article/Description       | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|---------------------------|--------|--------|--------|--------|--------|
| 25   | <b>Pitched roof Mount</b> |        |        |        |        |        |
|      | 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 |

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| Item | Article/Description    | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|------------------------|--------|--------|--------|--------|--------|
| 26   | <b>Flat Roof Mount</b> |        |        |        |        |        |
|      | 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 | <b>Ground Mount</b> |        |        |        |        |        |
|    | 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 | <b>Carport Mount</b> |        |        |        |        |        |
|    | 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 50 kW. 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 | <b>PV Array Junction to Inverter- Above or below grade – per lineal foot</b> |         |         |         |         |         |
|    | 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 | <b>Inverter to Electrical Panel – per lineal foot</b> |         |         |         |         |         |
|    | 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 |

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| Item | Article/Description                                   | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|---|---------|---------|---------|---------|---------|
| 31   | <b>Utility Grid Interconnection – per lineal foot</b> |         |         |         |         |         |
|      | 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 50.1 to 100 kW. 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:**

| Item | Article/Description  | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|--|---------|---------|---------|---------|---------|
| 32   | <b>PV Array Junction to Inverter- Above or below grade – per lineal foot</b> |         |         |         |         |         |
|      | 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 |

| Item | Article/Description                                   | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|---|---------|---------|---------|---------|---------|
| 33   | <b>Inverter to Electrical Panel – per lineal foot</b> |         |         |         |         |         |
|      | 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 |

| Item | Article/Description                                   | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|---|---------|---------|---------|---------|---------|
| 34   | <b>Utility Grid Interconnection – per lineal foot</b> |         |         |         |         |         |
|      | 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 100.1 to 500 kW. 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:**

| Item | Article/Description  | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|--|---------|---------|---------|---------|---------|
| 35   | <b>PV Array Junction to Inverter- Above or below grade – per lineal foot</b> |         |         |         |         |         |
|      | 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 |

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| Item | Article/Description                                   | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|---|---------|---------|---------|---------|---------|
| 36   | <b>Inverter to Electrical Panel – per lineal foot</b> |         |         |         |         |         |
|      | 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 | <b>Utility Grid Interconnection – per lineal foot</b> |          |          |          |          |          |
|    | 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 greater than 500.1 kW. 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 | <b>PV Array Junction to Inverter- Above or below grade – per lineal foot</b> |         |         |         |         |         |
|    | 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 | <b>Inverter to Electrical Panel – per lineal foot</b> |         |         |         |         |         |
|    | 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 | <b>Utility Grid Interconnection – per lineal foot</b> |          |          |          |          |          |
|    | 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   |

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| Item   | Article/Description | Zone 1     | Zone 2     | Zone 3     | Zone 4     | Zone 5     |
|--|---------------------|------------|------------|------------|------------|------------|
| <b>Additive Alternate No. 1 - Monitoring System</b>  |                     |            |            |            |            |            |
| <p><b>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.</b></p> |                     |            |            |            |            |            |
| 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 |

| <b>Additive Alternate No. 2 - Data Communications Wiring for Monitoring &amp; Display Functions</b>   |   |         |         |         |         |         |
|---|---|---------|---------|---------|---------|---------|
| <p><b>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.</b></p> |   |         |         |         |         |         |
| 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  |

| <b>Additive Alternate No. 3 - Data Communications Wiring below grade</b> |   |         |         |         |         |         |
|--|---|---------|---------|---------|---------|---------|
| 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 |

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| Item  | Article/Description                      | Zone 1          | Zone 2          | Zone 3          | Zone 4          | Zone 5          |
|---|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Additive Alternate No. 3 - Extend Warranty an Additional Five (5) Years</b>  |  |                 |                 |                 |                 |                 |
| <b>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.</b> |  |                 |                 |                 |                 |                 |
| <b>A. Price per kW per year for systems with power system size up to <u>50 kW</u> for each of the following support structures:</b>   |  |                 |                 |                 |                 |                 |
| <b>44</b>   | <b>Fixed Pole Mount</b>                  |                 |                 |                 |                 |                 |
|   | <b>Vendor: (AB)</b>                      | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> |
|   | <b>Vendor: (AC)</b>                      | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  |
|   | <b>Vendor: (AD)</b>                      | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> |
|   | <b>Vendor: (AE)</b>                      | <b>\$250.00</b> | <b>\$250.00</b> | <b>\$250.00</b> | <b>\$200.00</b> | <b>\$250.00</b> |
|   | <b>Vendor: (AF)</b>                      | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  |
| <b>45</b>   | <b>Pole Mount Dual Axis Tracking</b>     |                 |                 |                 |                 |                 |
|   | <b>Vendor: (AB)</b>                      | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> |
|   | <b>Vendor: (AC)</b>                      | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  |
|   | <b>Vendor: (AD)</b>                      | <b>No Bid</b>   | <b>No Bid</b>   | <b>No Bid</b>   | <b>No Bid</b>   | <b>No Bid</b>   |
|   | <b>Vendor: (AE)</b>                      | <b>\$300.00</b> | <b>\$300.00</b> | <b>\$300.00</b> | <b>\$250.00</b> | <b>\$300.00</b> |
|   | <b>Vendor: (AF)</b>                      | <b>\$42.30</b>  | <b>\$42.30</b>  | <b>\$42.30</b>  | <b>\$42.30</b>  | <b>\$42.30</b>  |
| <b>46</b>   | <b>Ground Mount Single Axis Tracking</b> |                 |                 |                 |                 |                 |
|   | <b>Vendor: (AB)</b>                      | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> |
|   | <b>Vendor: (AC)</b>                      | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  |
|   | <b>Vendor: (AD)</b>                      | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> |
|   | <b>Vendor: (AE)</b>                      | <b>\$300.00</b> | <b>\$300.00</b> | <b>\$300.00</b> | <b>\$250.00</b> | <b>\$300.00</b> |
|   | <b>Vendor: (AF)</b>                      | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  |
| <b>47</b>   | <b>Pitched roof Mount</b>                |                 |                 |                 |                 |                 |
|   | <b>Vendor: (AA)</b>                      | <b>\$46.00</b>  | <b>\$46.00</b>  | <b>\$46.00</b>  | <b>\$46.00</b>  | <b>\$46.00</b>  |
|   | <b>Vendor: (AB)</b>                      | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> | <b>\$150.00</b> |
|   | <b>Vendor: (AC)</b>                      | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  | <b>\$48.50</b>  |
|   | <b>Vendor: (AD)</b>                      | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> | <b>\$360.00</b> |
|   | <b>Vendor: (AE)</b>                      | <b>\$250.00</b> | <b>\$250.00</b> | <b>\$250.00</b> | <b>\$200.00</b> | <b>\$250.00</b> |
|   | <b>Vendor: (AF)</b>                      | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  | <b>\$35.65</b>  |

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| Item | Article/Description    | Zone 1   | Zone 2   | Zone 3   | Zone 4   | Zone 5   |
|------|------------------------|----------|----------|----------|----------|----------|
| 48   | <b>Flat Roof Mount</b> |          |          |          |          |          |
|      | 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 | <b>Ground Mount</b> |          |          |          |          |          |
|    | 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 | <b>Carpport Mount</b> |          |          |          |          |          |
|    | 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 50.1 to 100 kW for each of the following support structures:**

|    |                         |          |          |          |          |          |
|----|-------------------------|----------|----------|----------|----------|----------|
| 51 | <b>Fixed Pole Mount</b> |          |          |          |          |          |
|    | 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 | <b>Pole Mount Dual Axis Tracking</b> |          |          |          |          |          |
|    | 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 |

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|------|--|----------|----------|----------|----------|----------|
| 53   | <b>Ground Mount Single Axis Tracking</b> |          |          |          |          |          |
|      | 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           | <b>Pitched roof Mount</b> |          |          |          |          |          |
|--------------|---------------------------|----------|----------|----------|----------|----------|
| Vendor: (AA) | \$40.00                   | \$40.00  | \$40.00  | \$40.00  | \$40.00  | \$40.00  |
| Vendor: (AC) | \$48.50                   | \$48.50  | \$48.50  | \$48.50  | \$48.50  | \$48.50  |
| Vendor: (AD) | \$200.00                  | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Vendor: (AE) | \$75.00                   | \$75.00  | \$75.00  | \$60.00  | \$75.00  | \$75.00  |
| Vendor: (AF) | \$35.65                   | \$35.65  | \$35.65  | \$35.65  | \$35.65  | \$35.65  |
| Vendor: (AG) | \$12.80                   | \$12.80  | \$12.80  | \$12.80  | \$12.80  | \$12.80  |

| 55           | <b>Flat Roof Mount</b> |          |          |          |          |          |
|--------------|------------------------|----------|----------|----------|----------|----------|
| Vendor: (AA) | \$44.00                | \$44.00  | \$44.00  | \$44.00  | \$44.00  | \$44.00  |
| Vendor: (AC) | \$48.50                | \$48.50  | \$48.50  | \$48.50  | \$48.50  | \$48.50  |
| Vendor: (AD) | \$200.00               | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Vendor: (AE) | \$75.00                | \$75.00  | \$75.00  | \$60.00  | \$75.00  | \$75.00  |
| Vendor: (AF) | \$35.65                | \$35.65  | \$35.65  | \$35.65  | \$35.65  | \$35.65  |
| Vendor: (AG) | \$19.20                | \$19.20  | \$19.20  | \$19.20  | \$19.20  | \$19.20  |

| 56           | <b>Ground Mount</b> |          |          |          |          |          |
|--------------|---------------------|----------|----------|----------|----------|----------|
| Vendor: (AA) | \$44.00             | \$44.00  | \$44.00  | \$44.00  | \$44.00  | \$44.00  |
| Vendor: (AC) | \$48.50             | \$48.50  | \$48.50  | \$48.50  | \$48.50  | \$48.50  |
| Vendor: (AD) | \$200.00            | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Vendor: (AE) | \$75.00             | \$75.00  | \$75.00  | \$60.00  | \$75.00  | \$75.00  |
| Vendor: (AF) | \$35.65             | \$35.65  | \$35.65  | \$35.65  | \$35.65  | \$35.65  |
| Vendor: (AG) | \$19.20             | \$19.20  | \$19.20  | \$19.20  | \$19.20  | \$19.20  |

| 57           | <b>Carport Mount</b> |          |          |          |          |          |
|--------------|----------------------|----------|----------|----------|----------|----------|
| Vendor: (AA) | \$52.00              | \$52.00  | \$52.00  | \$52.00  | \$52.00  | \$52.00  |
| Vendor: (AC) | \$48.50              | \$48.50  | \$48.50  | \$48.50  | \$48.50  | \$48.50  |
| Vendor: (AD) | \$200.00             | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| Vendor: (AE) | \$75.00              | \$75.00  | \$75.00  | \$60.00  | \$75.00  | \$75.00  |
| Vendor: (AF) | \$35.65              | \$35.65  | \$35.65  | \$35.65  | \$35.65  | \$35.65  |
| Vendor: (AG) | \$12.80              | \$12.80  | \$12.80  | \$12.80  | \$12.80  | \$12.80  |

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| <b>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:</b> |                     |        |        |        |        |        |

|           |                         |          |          |          |          |          |
|-----------|-------------------------|----------|----------|----------|----------|----------|
| <b>58</b> | <b>Fixed Pole Mount</b> |          |          |          |          |          |
|           | 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  |

|           |                                      |         |         |         |         |         |
|-----------|--------------------------------------|---------|---------|---------|---------|---------|
| <b>59</b> | <b>Pole Mount Dual Axis Tracking</b> |         |         |         |         |         |
|           | 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 |

|           |  |          |          |          |          |          |
|-----------|--|----------|----------|----------|----------|----------|
| <b>60</b> | <b>Ground Mount Single Axis Tracking</b> |          |          |          |          |          |
|           | 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  |

|           |                           |          |          |          |          |          |
|-----------|---------------------------|----------|----------|----------|----------|----------|
| <b>61</b> | <b>Pitched roof Mount</b> |          |          |          |          |          |
|           | 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  |

|           |                        |          |          |          |          |          |
|-----------|------------------------|----------|----------|----------|----------|----------|
| <b>62</b> | <b>Flat Roof Mount</b> |          |          |          |          |          |
|           | 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  |

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| Item | Article/Description | Zone 1   | Zone 2   | Zone 3   | Zone 4   | Zone 5   |
|------|---------------------|----------|----------|----------|----------|----------|
| 63   | <b>Ground Mount</b> |          |          |          |          |          |
|      | 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 | <b>Carport Mount</b> |          |          |          |          |          |
|    | 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 | <b>Fixed Pole Mount</b> |         |         |         |         |         |
|    | 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 | <b>Pole Mount Dual Axis Tracking</b> |         |         |         |         |         |
|    | 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 | <b>Ground Mount Single Axis Tracking</b> |         |         |         |         |         |
|    | 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 |

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| Item | Article/Description       | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|---------------------------|---------|---------|---------|---------|---------|
| 68   | <b>Pitched roof Mount</b> |         |         |         |         |         |
|      | 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 | <b>Flat Roof Mount</b> |         |         |         |         |         |
|    | 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 | <b>Ground Mount</b> |         |         |         |         |         |
|    | 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 | <b>Carpport Mount</b> |         |         |         |         |         |
|    | 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 |

| <b>Additive Alternate No. 4 – Operations and Maintenance Plan for Five (5) year</b>   |
|---|
| <p><b>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.</b></p> |

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| Item  | Article/Description | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|---|---------------------|--------|--------|--------|--------|--------|
| <b>A. Price per kW per year for systems with power system size up to <u>50 kW</u> for each of the following support structures:</b> |                     |        |        |        |        |        |

| 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  |

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| Item | Article/Description | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|---------------------|--------|--------|--------|--------|--------|
|------|---------------------|--------|--------|--------|--------|--------|

|           |                     |          |          |          |          |          |
|-----------|---------------------|----------|----------|----------|----------|----------|
| <b>77</b> | <b>Ground Mount</b> |          |          |          |          |          |
|           | 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  |

|           |                      |          |          |          |          |          |
|-----------|----------------------|----------|----------|----------|----------|----------|
| <b>78</b> | <b>Carport Mount</b> |          |          |          |          |          |
|           | 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 50.1 to 100 kW for each of the following support structures:**

|           |                         |          |          |          |          |          |
|-----------|-------------------------|----------|----------|----------|----------|----------|
| <b>79</b> | <b>Fixed Pole Mount</b> |          |          |          |          |          |
|           | 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  |

|           |                                      |         |         |         |         |         |
|-----------|--------------------------------------|---------|---------|---------|---------|---------|
| <b>80</b> | <b>Pole Mount Dual Axis Tracking</b> |         |         |         |         |         |
|           | 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 |

|           |  |          |          |          |          |          |
|-----------|--|----------|----------|----------|----------|----------|
| <b>81</b> | <b>Ground Mount Single Axis Tracking</b> |          |          |          |          |          |
|           | 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  |

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| Item | Article/Description       | Zone 1   | Zone 2   | Zone 3   | Zone 4   | Zone 5   |
|------|---------------------------|----------|----------|----------|----------|----------|
| 82   | <b>Pitched roof Mount</b> |          |          |          |          |          |
|      | 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 | <b>Flat Roof Mount</b> |          |          |          |          |          |
|    | 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 | <b>Ground Mount</b> |          |          |          |          |          |
|    | 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 | <b>Carpport Mount</b> |          |          |          |          |          |
|    | 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 100.1 to 500 kW for each of the following support structures:**

|    |                         |          |          |          |          |          |
|----|-------------------------|----------|----------|----------|----------|----------|
| 86 | <b>Fixed Pole Mount</b> |          |          |          |          |          |
|    | 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  |

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| Item | Article/Description                  | Zone 1  | Zone 2  | Zone 3  | Zone 4  | Zone 5  |
|------|--------------------------------------|---------|---------|---------|---------|---------|
| 87   | <b>Pole Mount Dual Axis Tracking</b> |         |         |         |         |         |
|      | 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           | <b>Ground Mount Single Axis Tracking</b> |          |          |          |          |          |
|              | 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           | <b>Pitched roof Mount</b> |          |          |          |          |          |
|              | 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           | <b>Flat Roof Mount</b> |          |          |          |          |          |
|              | 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           | <b>Ground Mount</b> |          |          |          |          |          |
|              | 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 | <b>Carport Mount</b> |  |  |  |  |  |
|----|----------------------|--|--|--|--|--|

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| 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 |

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| 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  |

|   |  |  |  |  |  |  |
|---|--|--|--|--|--|--|
| <b>Additive Alternate No. 5 – On-Call Trouble Shooting/Repair</b>   |  |  |  |  |  |  |
| 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 |  |  |  |  |  |
|-----|-------------------|--|--|--|--|--|
|-----|-------------------|--|--|--|--|--|

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| 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)

State of New Mexico  
 General Services Department  
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| Item   | Article/Description | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|--|---------------------|--------|--------|--------|--------|--------|
| <p><b>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:</b></p> |                     |        |        |        |        |        |

| 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%  |

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| Item       | Article/Description                             | Zone 1   | Zone 2   | Zone 3   | Zone 4   | Zone 5   |
|------------|---|----------|----------|----------|----------|----------|
| <b>108</b> | <b>Low voltage cabling technician- per hour</b> |          |          |          |          |          |
|            | 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 |

|            |                                     |          |          |          |          |          |
|------------|-------------------------------------|----------|----------|----------|----------|----------|
| <b>109</b> | <b>Design/engineering- per hour</b> |          |          |          |          |          |
|            | 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 |

|            |                              |          |          |          |          |          |
|------------|------------------------------|----------|----------|----------|----------|----------|
| <b>110</b> | <b>Electrician- per hour</b> |          |          |          |          |          |
|            | 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 |

|            |                                       |          |          |          |          |          |
|------------|---------------------------------------|----------|----------|----------|----------|----------|
| <b>111</b> | <b>Software programming- per hour</b> |          |          |          |          |          |
|            | 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 |

|            |                                    |          |          |          |          |          |
|------------|------------------------------------|----------|----------|----------|----------|----------|
| <b>112</b> | <b>In -house Laborer- per hour</b> |          |          |          |          |          |
|            | 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 |

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| 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%  |

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| Item | Article/Description                               | Zone 1   | Zone 2   | Zone 3   | Zone 4   | Zone 5   |
|------|---|----------|----------|----------|----------|----------|
| 117  | <b>Low voltage cabling technician hourly rate</b> |          |          |          |          |          |
|      | 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 | <b>Design/engineering hourly rate</b> |          |          |          |          |          |
|     | 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 | <b>Electrician hourly rate</b> |          |          |          |          |          |
|     | 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 | <b>Software programming hourly rate</b> |          |          |          |          |          |
|     | 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.**

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| Item | Article/Description                  | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
|------|--------------------------------------|--------|--------|--------|--------|--------|
| 121  | <b>Materials- percent off retail</b> |        |        |        |        |        |
|      | 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 | <b>Concrete- labor- per hour</b> |          |          |          |          |          |
|-----|----------------------------------|----------|----------|----------|----------|----------|
|     | 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 | <b>Steel Erector- labor –per hour</b> |          |          |          |          |          |
|-----|---------------------------------------|----------|----------|----------|----------|----------|
|     | 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 | <b>Laborer- per hour</b> |         |         |         |         |         |
|-----|--------------------------|---------|---------|---------|---------|---------|
|     | 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 | <b>Design/engineering- per hour</b> |          |          |          |          |          |
|-----|-------------------------------------|----------|----------|----------|----------|----------|
|     | Vendor: (AA)                        | \$350.00 | \$350.00 | \$350.00 | \$350.00 | \$350.00 |
|     | Vendor: (AB)                        | \$125.00 | \$125.00 | \$125.00 | \$125.00 | \$125.00 |

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| 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 \*\*\*

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Johnny DeSha

johnny.desha@gsd.nm.gov

Procurement Specialist Manager

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James Ortega

james.ortega@gsd.nm.gov

Security Level: Email, Account Authentication (None), Login with SSO

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Signature Adoption: Pre-selected Style

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Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

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## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

| <b>Certified Delivery Events</b>                  | <b>Status</b>    | <b>Timestamp</b>    |
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| <b>Notary Events</b>                              | <b>Signature</b> | <b>Timestamp</b>    |
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# 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: | CBJCHBCAABAACmF8bhRKCv4z6SixXICNNKPYUx4rCSjO  |

## "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



 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

**Date:** June 11, 2025

**To:** Governing Body

**From:** Caryn Grosse, PMP, Public Works Project Manager III 

**Via:** Regina Wheeler, Public Works Department Director   
Jesse Roach, Interim Public Utilities Director   
Sam Burnett, Facilities Division Director   
Debora Trujillo, Interim Environmental Services Director   
RW (Jun 12, 2025 11:08 MDT)  
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](mailto: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: [Signature] 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: [Signature] Title: Controller Date: 06/12/2025  
Comment/Exceptions: \_\_\_\_\_

**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:

CONTRACTOR:  
Huitt-Zollars, Inc.

\_\_\_\_\_  
ALAN WEBBER/CITY MAYOR

John Jarrard  
John Jarrard (Jun 10, 2025 09:18 MDT)  
\_\_\_\_\_  
JOHN JARRARD/VICE PRESIDENT

DATE: \_\_\_\_\_

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: | CBJCHBCAABAAfZvltMroTjlsEm4Tp8iBNFDBtlWd8I7p |

## "Huitt Zollars Amend 2" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
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-  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



# 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).

|  |   |  |                                   |
|--|---|--|-----------------------------------|
| <b>PRODUCER</b><br>Marsh & McLennan Agency LLC<br>8144 Walnut Hill Lane, 16th Floor<br>Dallas TX 75231 | <b>CONTACT NAME:</b> Stacy Brimer<br><b>PHONE (A/C No. Ext):</b> 972-770-1689<br><b>E-MAIL ADDRESS:</b> Stacy.Brimer@MarshMMA.com |  | <b>FAX (A/C No):</b> 972-376-8108 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |                                   |
| <b>INSURED</b><br>HUITTZOL<br>Huitz-Zollars, Inc.<br>5430 LBJ Freeway, Suite 1500<br>Dallas TX 75240   | <b>INSURER A :</b> Hartford Casualty Insurance Company  |  | <b>NAIC #</b><br>29424            |
|  | <b>INSURER B :</b> Hartford Underwriters Insurance Company  |  | 30104                             |
|  | <b>INSURER C :</b> Hartford Fire Insurance Company  |  | 19682                             |
|  | <b>INSURER D :</b>  |  |                                   |
|  | <b>INSURER E :</b>  |  |                                   |
| <b>INSURER F :</b>   |   |  |                                   |

**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           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>Deductible: \$0<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER:  |           |          | 46UUNOL6HGL                                | 9/1/2024                         | 9/1/2025                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Coll \$1k/\$2k <input checked="" type="checkbox"/> Comp \$1k/\$2k |           |          | 46UENOL5276                                | 9/1/2024                         | 9/1/2025                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | 46XHUOL6HJF                                | 9/1/2024                         | 9/1/2025                         | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| B           | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 46WEOL6H1G                                 | 9/1/2024                         | 9/1/2025                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A<br>C<br>A | Hired Car Physical Dam: \$100,000<br>Employee Theft<br>Valuable Papers  |           |          | 46UENOL5276<br>KB 067367124<br>46UUNOL6HGL | 9/1/2024<br>9/1/2024<br>9/1/2024 | 9/1/2025<br>9/1/2025<br>9/1/2025 | Hired PD Comp/Coll<br>Employee Theft<br>Included in BPP Limit<br>Ded \$1,000/\$1,000<br>Limit: \$1,000,000  |

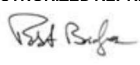
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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****CANCELLATION**

|   |  |
|---|--|
| City of Santa Fe<br>Environmental Services Division<br>1142 Siler Road<br>Santa Fe NM 87507 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

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**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).

|  |   |                                      |               |
|--|---|--------------------------------------|---------------|
| <b>PRODUCER</b><br>Risk Strategies<br>12801 North Central Expy. Suite 1725<br>Dallas, TX 75243 | <b>CONTACT NAME:</b> Joe Bryant<br><b>PHONE (A/C. No. Ext):</b> (214) 323-4602<br><b>E-MAIL ADDRESS:</b> RSCcertrequest@risk-strategies.com | <b>FAX (A/C. No):</b> (214) 503-8899 |               |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                      | <b>NAIC #</b> |
| <b>INSURED</b><br>Huitt-Zollars, Inc.<br>5430 LBJ Freeway<br>Suite 1500<br>Dallas TX 75240     | <b>INSURER A:</b> AXIS Surplus Insurance Company  |                                      | 26620         |
|  | <b>INSURER B:</b>   |                                      |               |
|  | <b>INSURER C:</b>   |                                      |               |
|  | <b>INSURER D:</b>   |                                      |               |
|  | <b>INSURER E:</b>   |                                      |               |
|  | <b>INSURER F:</b>   |                                      |               |

**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                                    |             |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|---|-------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:  |           |          |                   |                         |                         | EACH OCCURRENCE                           | \$          |
|          |   |           |          |                   |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$          |
|          |   |           |          |                   |                         |                         | MED EXP (Any one person)                  | \$          |
|          |   |           |          |                   |                         |                         | PERSONAL & ADV INJURY                     | \$          |
|          |   |           |          |                   |                         |                         | GENERAL AGGREGATE                         | \$          |
|          |   |           |          |                   |                         |                         | PRODUCTS - COMP/OP AGG                    | \$          |
|          |   |           |          |                   |                         |                         |   | \$          |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                 |           |          |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident)       | \$          |
|          |   |           |          |                   |                         |                         | BODILY INJURY (Per person)                | \$          |
|          |   |           |          |                   |                         |                         | BODILY INJURY (Per accident)              | \$          |
|          |   |           |          |                   |                         |                         | PROPERTY DAMAGE (Per accident)            | \$          |
|          |   |           |          |                   |                         |                         |   | \$          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |                   |                         |                         | EACH OCCURRENCE                           | \$          |
|          |   |           |          |                   |                         |                         | AGGREGATE                                 | \$          |
|          |   |           |          |                   |                         |                         |   | \$          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |           |          |                   |                         |                         | PER STATUTE                               | OTH-ER      |
|          |   |           |          |                   |                         |                         | E.L. EACH ACCIDENT                        | \$          |
|          |   |           |          |                   |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$          |
|          |   |           |          |                   |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$          |
| A        | Professional Liability<br>Pollution Liability   |           | ✓        | EBZ665006/01/2025 | 1/23/2025               | 1/23/2026               | Per Claim                                 | \$1,000,000 |
|          |   |           |          |                   |                         |                         | Annual Aggregate                          | \$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

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ACORD 25 (2016/03)

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# 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

FROM: Lawrence M. Garcia, ESD Fleet Manager

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](mailto: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 ninety-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:

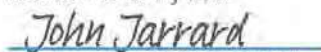


ALAN WEBBER, MAYOR

DATE: Jun 4, 2024

CONTRACTOR:

Huitt-Zollars, Inc.



John Jarrard (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 (Apr 26, 2024 08:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



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 design, 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.

### 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 bidding 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.

Hultt-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 not 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,

Hultt-Zollars, Inc.

A handwritten signature in blue ink, appearing to read 'John Jarrard', written over a circular stamp or seal.

John Jarrard, AIA  
Vice President

Additional Design Services for  
ESD Operations & Maintenance Facility  
City of Santa Fe

Manhour Estimate

April 14, 2021

| HR | HR | HR       | HR  | HR        | HR  | HR  | HR  | HR  |
|----|----|----------|-----|-----------|-----|-----|-----|-----|
| PM | CM | CDR/Trck | ENR | CAUD Trck | MRP | MRP | MRP | MRP |

SCOPE OF SERVICES

Final Vendors / as BIDD Documentation  
Meetings with City Departments  
Drawings Analysis  
Preliminary Design Documents  
Design Review Meetings  
Final Design Documents  
Construction Administration

| Manhour            | Manhour | Manhour    | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour  | Manhour |
|--------------------|---------|------------|---------|---------|---------|---------|---------|---------|---------|---------|----------|---------|
| 56                 | 208     | 111        | 59,427  | 619     | 111     | 0       | 0       | 0       | 0       | 40      | 111      | 0       |
| 56                 | 208     | 111        | 59,427  | 619     | 111     | 0       | 0       | 0       | 0       | 40      | 111      | 0       |
| TOTAL              | \$      | 140,275.00 |         |         |         |         |         |         |         |         | 4,539.00 |         |
| Quotational report | \$      | 26,000.00  |         |         |         |         |         |         |         |         |          |         |
| Travelling expense | \$      | 22,000.00  |         |         |         |         |         |         |         |         |          |         |
| TOTAL COST         | \$      | 159,075.00 |         |         |         |         |         |         |         |         |          |         |

Update all drawings

| Manhour | Manhour | Manhour   | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour                         | Manhour | Manhour | Manhour |
|---------|---------|-----------|---------|---------|---------|---------|---------|---------|---------------------------------|---------|---------|---------|
| 35      | 120     | 271       | 193     | 23      | 15      | 80      | 16      | 80      | 0 <td></td> <td></td> <td></td> |         |         |         |
| 35      | 120     | 271       | 193     | 23      | 15      | 80      | 16      | 80      | 0                               |         |         |         |
| TOTAL   | \$      | 27,790.00 |         |         |         |         |         |         |                                 |         |         |         |

Update drawings

| Manhour | Manhour | Manhour   | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour | Manhour |
|---------|---------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 40      | 215     | 311       | 113     | 43      | 40      | 40      | 40      | 40      | 40      | 40      | 40      | 24      |
| 40      | 215     | 311       | 113     | 43      | 40      | 40      | 40      | 40      | 40      | 40      | 40      | 24      |
| TOTAL   | \$      | 31,084.00 |         |         |         |         |         |         |         |         |         |         |

TOTAL PER \$ 247,099.00

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

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, Vice 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.

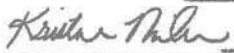
CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE:

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV  
GB MTG 08/30/2023  
CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 7, 2023 17:29 MDT)  
EMILY OSTER, FINANCE DIRECTOR  
ESD FUND 510/5100396  
Org. Name/Org#: 572 960

CONTRACTOR:

Huitt-Zollars Inc.



Joseph M. Gallegos (Aug 7, 2023 05:54 PM)

JOHN L. JARRARD, VICE PRESIDENT

DATE: Aug 2, 2023

CRS# 75-1500178

Registration #2234987

# 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  
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                                 |   |
|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Written Determination (srvs)   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quote(s) (3 Valid & Current for Over 20k) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP - Confidential info to be provided to GB by CPD Buyer  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR                                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB (include bid tab)  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other: <u>City of Santa Business License</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Certificate of Insurance (srvs)           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date page, and items to be purchased) |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)  |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Summary of Contract (only on contracts)  |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Current Santa Fe Business Registration (or Exemption if no tax)  |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)   |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)  |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report (RFPs only)  |                                     |                                     |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email                                      |                                     |                                     |   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | >20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)   |                                     |                                     |   |

Lawrence Garcia (505) 955-2241 LG  
Department Point of Contact

ESD Fleet Manager  
Title

April 15, 2024  
Date

Apr 29, 2024

John D. ... (Apr 29, 2024 13:23 MDT)  
Department Director

Date

Jorann Lovato Montano

Chief Procurement Officer

May 1, 2024

Date

N/A  
ITT Representative

Title

Date



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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**

6 City, state, and ZIP code  
**Dallas, TX 75240**

7 List account number(s) here (optional)

Requester's name and address (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](http://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).**

|  |  |
|--|--|
| <b>PRODUCER</b><br>Marsh & McLennan Agency LLC<br>8144 Walnut Hill Lane, 16th Floor<br>Dallas TX 75231 | <b>CONTACT NAME:</b> Stacy Brimer<br><b>PHONE (A/C, No, Ext):</b> 972-770-1689<br><b>FAX (A/C, No):</b> 972-376-8108<br><b>E-MAIL ADDRESS:</b> Stacy.Brimer@MarshMMA.com |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |
| <b>INSURER A:</b> Hartford Casualty Insurance Company  | <b>NAIC #</b><br>29424   |
| <b>INSURER B:</b> Federal Insurance Company  | <b>NAIC #</b><br>20281   |
| <b>INSURER C:</b> Hartford Underwriters Insurance Company  | <b>NAIC #</b><br>30104   |
| <b>INSURER D:</b>  |  |
| <b>INSURER E:</b>  |  |
| <b>INSURER F:</b>  |  |

**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 SUBR INSD, WVD | POLICY NUMBER                          | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS  |
|-------------|---|---------------------|--|----------------------------------|----------------------------------|---|
| A           | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Deductible: \$0<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER:                                    |                     | 46UUNOL5275                            | 9/1/2023                         | 9/1/2024                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Coll \$1K/\$2K <input checked="" type="checkbox"/> Comp \$1K/\$2K |                     | 46UENOL5276                            | 9/1/2023                         | 9/1/2024                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                     | 46XHJOL5274                            | 9/1/2023                         | 9/1/2024                         | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| C           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N<br><input checked="" type="checkbox"/> N N/A  |                     | 46WEOL6H1G                             | 9/1/2023                         | 9/1/2024                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A<br>B<br>A | Hired Car Physical Dam: \$100,000<br>Employee Theft<br>Valuable Papers  |                     | 46UENOL5276<br>82241508<br>46UUNOL5275 | 9/1/2023<br>9/1/2023<br>9/1/2023 | 9/1/2024<br>9/1/2024<br>9/1/2024 | Hired PD Comp/Coll Employee Theft Included in BPP Limit<br>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  
*Stacy Brimer*

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**ADDITIONAL REMARKS SCHEDULE**

|                                       |           |   |  |
|---------------------------------------|-----------|---|--|
| AGENCY<br>Marsh & McLennan Agency LLC |           | NAMED INSURED<br>Huitt-Zollars, Inc.<br>5430 LBJ Freeway, Suite 1500<br>Dallas TX 75240 |  |
| POLICY NUMBER                         |           | EFFECTIVE DATE:   |  |
| CARRIER                               | NAIC CODE |   |  |

**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 6/11 applies 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.



# 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).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Risk Strategies<br>12801 North Central Expy. Suite 1725<br>Dallas, TX 75243 | <b>CONTACT NAME:</b> Joe Bryant  |
|  | <b>PHONE (A/C, No, Ext):</b> (214) 323-4602 <b>FAX (A/C, No):</b> (214) 503-8899 |
|  | <b>E-MAIL:</b> RSCcertrequest@risk-strategies.com                                |
|  | <b>ADDRESS:</b> RSCcertrequest@risk-strategies.com                               |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |
|  | <b>INSURER A:</b> AXIS Surplus Insurance Company      NAIC# 26620                |
|  | <b>INSURER B:</b>  |
|  | <b>INSURER C:</b>  |
|  | <b>INSURER D:</b>  |
|  | <b>INSURER E:</b>  |
|  | <b>INSURER F:</b>  |

**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 SUBR INSR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|-------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    |                   |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                |                    |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION S  |                    |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br><input type="checkbox"/> Y/N    N/A                             |                    |                   |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| A        | Professional Liability<br>Pollution Liability  | ✓                  | EBZ665006/01/2024 | 1/23/2024               | 1/23/2025               | Per Claim \$1,000,000<br>Annual Aggregate \$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****CANCELLATION**

City of Santa Fe  
 200 Lincoln Avenue  
 Santa Fe NM 87504

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

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ACORD 25 (2016/03)

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

# BUSINESS REGISTRATION

**Business Name:** HUITT-ZOLLARS INC  
DBA: HUITT-ZOLLARS INC

**Business Location:** 6501 AMERICAS PARKWAY NE STE 830  
ALBUQUERQUE, NM 87110

**Owner:** KIM KEMPER

**License Number:** 223498

**Issued Date:** December 04, 2023

**Expiration Date:** December 04, 2024

**GRS Number:** 02279106000

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**











# 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: | CBJCHBCAABAFT0E1IX1I9RxdYpaMjOxcyVTNsnIV1r0   |

## "PACKET\_Huitt-Zollars\_ESD\_Amend #2\_05 29 2025\_CG1 ELK 2 RW" History

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Signature Date: 2025-06-12 - 5:08:50 PM GMT - Time Source: server- IP address: 76.18.67.54

 Agreement completed.

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