Agenda

Regular Meeting of the Governing Body
July 9, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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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/89588184893

- 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: **895 8818 4893**. 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 Lindell

3. Salute to the New Mexico Flag

   a. Councilor Michael Garcia

4. Invocation and Rememberances

   a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the June 25, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 07/09/2025

   b. Request for Approval of the June 30, 2025, Special Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 07/09/2025

   c. Request for Liquor Hearing Officer's Recommendation to Approve the Request from New Mexico Company Operation, LLC dba 599 Shell for a Transfer of Ownership of Dispenser Liquor License No. DIS-000639 with Package Sales Only, this License Will Remain Located at 2200 South Meadows Rd., Santa Fe.

      Committee Review:
      Liquor Hearing: 07/03/2025
      Governing Body: 07/09/2025

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

      Committee Review

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

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

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

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

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

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

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

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

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

h. Request for Approval of Amendment No. 1 to Item # 24-0009 with A.A.C. Construction, LLC to Increase the Compensation by $1,000,000 for a New Total Amount of $3,000,000 including NMGRT for On Call General/Mechanical Services for the Paseo Real Wastewater Treatment Facility. (P. Fred Heerbrant, P.E., Engineer Supervisor; pfheerbrant@santafenm.gov)

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

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

i. Request for Approval of the Collective Bargaining Agreement with the Santa Fe Police Officers Association for FY26 for Salary Increases in the Amount of $1,047,623.15 for Sworn and Civilian Bargaining Unit Employees. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

j. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro)
A Resolution Adopting the City of Santa Fe's Regional Annual Transit Service Plan for Fiscal Year 2026; Accepting the North Central Regional Transit District's (NCRTD's) Fiscal Year 2026 Proposed Funding of Regional Services Provided by the City of Santa Fe ("City") of $1,421,890; and Approving Submitting the City's Regional Annual Transit Service Plan for Fiscal Year 2026 to the NCRTD's Board of Directors for Approval. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:

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

10. Action Items: Discussion Agenda

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

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

b. Request for Approval of Intergovernmental Agreement #26-624-4000-0024 with State of New Mexico Aging and Long-Term Services Department for Providing Volunteer Services for the Division of Senior Services Volunteer Programs in the Total Amount of $313,120 through June 30, 2026. (Manuel Sanchez, Senior Services Director, mnsanchez@santafenm.gov)

Committee Review:
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

c. Request for Approval of a Waiver and Settlement in the Amount of $300,000, Resolving Threatened Litigation Regarding the Estate of Dorothy Stevens. (Frank Ruybalid, Assistant City Attorney: feruybalid@santafenm.gov)

Committee Review:
Governing Body: 07/9/2025

d. Request for Approval of Amendment No. 2 to Professional Services Contract Item #24-0257 with Info Tech Research Group, Inc to Increase the Compensation by $478,628.88 for a New Total Amount of $666,856.65 and to Extend the Termination Date to June 25, 2028, for Executive Counselor Service Membership. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Finance Committee: 07/07/2025
Governing Body: 07/09/2025

e. Request for Approval of Amendment No. 2 to Professional Services Agreement Item #23-0169 with IT Connect, Inc to Increase the Compensation Amount by $225,030 Including NMGRT and to Extend the Termination Date to June 30, 2026, for Project Management Services. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov and Lorraine Nobes, EPMO Manager; lenobes@santafenm.gov)

Committee Review:
Finance Committee: 7/7/2025
Governing Body: 7/9/2025

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)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, in Particular, Discussion of Threatened Litigation in the Matter of Jagdish Bhai Bhakta. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov)

13. Executive Session Action Items

    a. Approval of Attorney-Client Privileged Recommended Strategy and Next Steps in the Matter of a Tort Claim Notice filed by Jagdish Bhai Bhakta. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov)

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Signe Lindell)
       A Resolution Authorizing the Consumption of Wine During the Santa Fe Wine and Chile Fiesta's Grand Tasting on the Last Saturday of September for the Years 2025-2029, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

       Committee Review:
       Governing Body (Introduced): 07/09/2025
       Quality of Life Committee: 07/23/2025
       Governing Body: 07/30/2025

    b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Signe Lindell)
       A Resolution Authorizing a Tasting Event and the Consumption of Beer, Wine, Cider, and Mixed Beverages that Include Liquor During the Santa Fe Wine and Chile Fiesta's Chile Friday Event on the Last Friday of September, for the Years 2025-2029, Pursuant to Subsections 23-6.3(B)(7) and 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

       Committee Review:
       Governing Body (Introduced): 07/09/2025
       Quality of Life Committee: 07/23/2025

Governing Body: 07/30/2025

c. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Lee Garcia and Mayor Alan Webber)
A Resolution Approving the Updated Santa Fe Trails Agency Safety Plan and Directing its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/09/2025
Public Works and Utilities Committee: 07/21/2025
Quality of Life Committee: 07/23/2025
Governing Body: 07/30/2025

d. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents to Enter an Agreement with the New Mexico Department of Transportation, Regarding Appropriation ID Number F3057, Control Number C5213057, to Acquire Rights of Way and to Plan, Design, Construct, and Improve Pedestrian, Bicycle, and Drainage Infrastructure on Governor Miles Road in the City of Santa Fe; and Accepting Responsibility for the Project and Assuming Ownership, Liability, and Maintenance Responsibilities for all Amenities Related to the Project. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/09/2025
Public Works and Utilities Committee: 07/21/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

e. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Pilar Faulkner, Councilor Amanda Chavez, Councilor Lee Garcia)
A Resolution Proposing a Ballot Question to be Submitted to the City of Santa Fe Voters During the November 4, 2025, Regular Local Election, Regarding Amending Articles VI, Section 6.02 and VII, Section 8.04 of the City's Municipal Charter to Allow Five Councilors to Suspend or Remove the City Manager, City Attorney, and City Clerk at a Regularly Scheduled Meeting. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduction): 07/09/2025
Public Works and Utilities Committee: 07/21/2025
Quality of Life Committee: 07/23/2025
Finance Committee: 07/28/2025

Governing Body: 07/30/2025

17. Petitions from the Floor

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

    a. CONSIDERATION OF BILL NO. 2025-15. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez and Councilor Carol Romero-Wirth) A Bill Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement By and Between the New Mexico Finance Authority and the City of Santa Fe, New Mexico (The "Borrower/Grantee"), in the Total Amount of $2,000,000, Including a Loan in the Amount of $800,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing a New Pipeline and Pump to Return San Juan- Chama Project Source Effluent Water for Reuse Via Return Flow Credits and Increased Diversions, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

    Committee Review:
    Governing Body (Introduction): 06/25/2025
    Governing Body (Public Comment): 07/09/2025
    Public Works Committee: 07/21/2025
    Finance Committee: 07/28/2025
    Governing Body: 08/13/2025

19. Final Action on Legislation (Public Hearing)

    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 Amount of $25,000,000, Payable from Ad Valorem Taxes Levied on All Taxable Property Within the City, Levied Without Limit as to Rate or Amount; Providing for the Form, Certain Terms and Conditions of the Bonds, the Manner of their Execution, and the Method of and Security for Payment Thereof; Delegating Authority to Each of the Mayor, City Manager and City Finance Director to Approve a Form of Notice of Competitive Sale of the

Bonds or, if Deemed Advisable, the Selection of Underwriters to Sell the Bonds in a Negotiated Sale, and to Determine the Maturity Dates and Amounts, Interest Rates, Prices, Redemption Features and Other Final Terms of the Bonds in an Award Certificate; Approving the Form of an Agreement for Registrar and Paying Agent Services to be Provided by Bokf, Na and Authorizing its Execution and Delivery; and Providing for Other Details Concerning the Bonds. (Emily Oster, Finance Director; ekoster@santafenm.gov)

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

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

    a. Request for Approval of the Community Development Block Grant (CDBG) Annual Action Plan. (Rocio Gosende, Affordable Housing Project Manager, rmgosende@santafenm.gov; Johanna Nelson, Office of Economic Development Director and Affordable Housing Interim Director, jcnelson@santafenm.gov)

    Committee Review:
    Quality of Life Committee: 07/02/2025
    Finance Committee: 07/07/2025
    Governing Body (Public Hearing): 07/09/2025

21. Appointments

    a. Public Safety Committee

        - Laura Liswood - Appointment - Term Ending 03/2029

22. Adjourn

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

Agenda

Regular Meeting of the Governing Body
June 25, 2025 at 5:00 PM
City Council Chambers, City Hall
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1. Call to Order

2. Pledge of Allegiance

a. Councilor Romero-Wirth

3. Salute to the New Mexico Flag

   a. Councilor Lee Garcia

4. Invocation and Rememberances

   a. Councilor Chavez

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

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

      Committee Review:
      Governing Body: 06/25/2025

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

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

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

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

   d. Request for Approval of a Construction Contract with HEI Inc. for the Purchase

and Installation of Two New Emergency Generators, and Relocation of the Existing Emergency Generator for the Santa Fe Regional Airport in the Total Amount of $352,822.60 through June 30, 2034. (Sebastian Gallegos, Airport Project Administrator; sfgallegos@santafenm.gov)

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

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

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

f. Request for Approval of a Service Agreement with Interfaith Community Shelter Group, Inc. for the Purpose of Providing Overnight Shelter, Life Stabilizing Services, and Navigation Services In the Total Amount of $320,000 Including NMGRT through June 30, 2029. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

z. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $175,760 from the Wastewater Enterprise Fund to the Professional Contracts to Support Procurement and Emergency Staffing with HireQuest for the Wastewater Division. (Michael Dozier, WW Division Director:

mldozier@santafenm.gov and Leroy Alavarado, Opreations Manager: lmalvarado@santafenm.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Committee Review:

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

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

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

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

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

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

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

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

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

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

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

10. Action Items: Discussion Agenda

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

$1,195,265.

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

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

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

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

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

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

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

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

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

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**

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

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

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

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

    Committee Review:

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

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

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

    Committee Review:

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

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

A Bill Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement By and Between the New Mexico Finance Authority and the City of Santa Fe, New Mexico (The "Borrower/Grantee"), in the Total Amount of $2,000,000, Including a Loan in the Amount of $800,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing a New Pipeline and Pump to Return San Juan- Chama Project Source Effluent Water for Reuse Via Return Flow Credits and Increased Diversions, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely from the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee, is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:

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

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

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

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

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

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

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

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

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

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

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

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

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

21. Appointments

22. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 25, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:08pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Romero-Wirth**	**3**
3.	**Salute to the NM Flag**	**Councilor Lee Garcia**	**3**
4.	**Invocation and Remembrances**	**Councilor Chavez**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**	**None**	**4**
9.	**Action Items: Consent Agenda**	**Approved**	**4-11**
10.	**Action Items: Discussion Items**		
	a. Amendment	**Approved**	**12-13**
	b. Amendment	**Approved**	**13**
	c. Amendment	**Approved**	**13**
	d. Amendment	**Approved**	**13-14**
	e. BAR	**Approved**	**14**
	f. Grant Agreement	**Approved**	**14**
	g. Transfer	**Approved**	**14-15**
	h. Grant Agreement	**Approved**	**15**
	i. Rio Metro	**Approved**	**15**
	j. Amendment	**Approved**	**15-16**
11.	**Matters from the City Manager**	**Heard**	**16**
12.	**Matters from the City Attorney**	**Heard**	**16**

	Executive Session	**Held**	**16-17**
13.	**Executive Session Action Items**	**None**	**17**
17.	**Petitions From The Floor**	**Heard**	**17-18**
15.	**Matters from the City Clerk**	**Heard**	**18**
14.	**Communications Gov. Body**	**Heard**	**18**
15.	**Introduction of Legislation**		
	a. Resolution No, 2025-_____	**Introduced**	**18**
	b. Resolution No. 2025-_____	**Introduced**	**18**
	c. Resolution No. 2025-_____	**Introduced**	**18-19**
18.	**Public Comment on Bills**	**None**	**19**
19.	**Final Action on Legislation**		
	a. Resolution No. 2025-_____	**Approved**	**19**
	b. Bill No. 2025-12	**Approved**	**20-21**
	c. Bill No. 2025-16	**Approved**	**21**
19.	**Public Hearings**		
	a. Appeal	**Postponed**	**21**
20.	**Appointments**	**None**	**21-22**
21.	**Adjourn**	**Adjourned at 9:05 pm**	**22**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, JUNE 25, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:08 pm, on Wednesday, June 25, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Chavez.

A moment of silence and remembrances were given.

5. ROLL CALL

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

MEMBERS ABSENT
Councilor Cassutt, excused

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

Ms. Salazar stated that there was a request regarding the Land Use appeal, item 20 A, to postpone the item to the July 30th meeting of the Governing Body.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro to approve the postponement of item 20 A to the Governing Body meeting on July 30th.

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

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

7. APPROVAL OF CONSENT AGENDA

Item 9 B was pulled by Councilor Castro.

Item 9 KK was pulled by Councilor Michael Garcia.

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

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

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

8. PRESENTATIONS

None.

9. ACTION ITEMS: CONSENT AGENDA

a. REQUEST FOR APPROVAL OF THE JUNE 3, 2025 REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

b. REQUEST FOR APPROVAL OF BUDGET AMENDMENT RESOLUTION (BAR) TO MOVE EXCESS REVENUES COLLECTED IN THE COMMUNITY CONVENTION CENTER FOR FY25 IN THE AMOUNT OF $663,768 INTO FY26 BUILDING AND STRUCTURE NON-EXEMPT.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the request.

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

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

c. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ITEM #23-0541 WITH BELLA LUZ APARTMENTS 2022, LLLP TO EXTEND THE TERM TO JUNE 30, 2026, FOR CONSTRUCTING AND RENOVATING THE LAMPLIGHTER INN.

Approved on consent.

d. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH HEI INC. FOR THE PURCHASE AND INSTALLATION OF TWO NEW EMERGENCY GENERATORS, AND RELOCATION OF THE EXISTING EMERGENCY GENERATOR FOR THE SANTA FE REGIONAL AIRPORT IN THE TOTAL AMOUNT OF $352,822.60 THROUGH JUNE 30, 2034.

Approved on consent.

e. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO GENERAL SERVICES CONTRACT ORIGINAL ITEM #22-0269 WITH MOBILE CLEAN CAR WASH TO INCREASE THE COMPENSATION BY $156,240 FOR A NEW TOTAL AMOUNT OF $624,960 AND TO EXTEND THE TERM TO JUNE 30, 2026, FOR AUTO DETAILING OF THE ENVIRONMENTAL SERVICES FLEET.

Approved on consent.

f. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH INTERFAITH COMMUNITY SHELTER GROUP, INC. FOR THE PURPOSE OF PROVIDING OVERNIGHT SHELTER, LIFE STABILIZING SERVICES, AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $320,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

g. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH SANTA FE RECOVERY CENTER, INC. FOR THE PURPOSE OF PROVIDING BEHAVIORAL HEALTH SERVICES, BASIC NEEDS SUPPORT, PARENTING CLASSES, LIFE SKILLS TRAINING, AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $320,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

h. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH THE TBT FUND FOR THE PURPOSE OF PROVIDING ANTEPARTUM DOULA AND PERINATAL SUPPORT SERVICES IN THE TOTAL AMOUNT OF $300,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

I. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH COMING HOME CONNECTION FOR THE PURPOSE OF PROVIDING CAREGIVING, EQUIPMENT LOANS AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $288,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

j. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH PARTNERSHIP FOR COMMUNITY ACTION FOR THE PURPOSE OF PROVIDING NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $216,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

k. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH

GERARD'S HOUSE FOR THE PURPOSE OF PROVIDING ENGLISH AND SPANISH GRIEF SUPPORT GROUPS IN THE TOTAL AMOUNT OF $224,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

l. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH KITCHEN ANGELS FOR THE PURPOSE OF PROVIDING NUTRITIONAL MEAL DELIVERY AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $280,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

m. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH LA FAMILIA MEDICAL CENTER FOR THE PURPOSE OF PROVIDING DIABETES EDUCATION, PREVENTION AND MATERNAL HEALTH SERVICES IN THE TOTAL AMOUNT OF $320,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

n. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH LAS CUMBRES COMMUNITY SERVICES FOR THE PURPOSE OF PROVIDING NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $260,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

o. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH LITERACY VOLUNTEERS FOR THE PURPOSE OF PROVIDING LITERACY SERVICES IN THE TOTAL AMOUNT OF $256,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

p. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH THE NEW MEXICO IMMIGRANT LAW CENTER FOR THE PURPOSE OF PROVIDING LEGAL IMMIGRATION AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $300,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

q. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH SANTA FE DREAMERS PROJECT FOR THE PURPOSE OF PROVIDING FULL REPRESENTATION FOR DACA RENEWAL SERVICES, LEGAL CITIZENSHIP SERVICES, GREEN CARD RENEWAL SERVICES, GREEN CARD SERVICES FOR FIRST TIME APPLICANTS, AND INDIVIDUAL LEGAL CONSULTATION SERVICES FOR ALL RESIDENTS OF SANTA FE IN THE TOTAL AMOUNT OF $240,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

r. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH SOLACE SEXUAL ASSAULT SERVICES FOR THE PURPOSE OF PROVIDING NAVIGATION AND SAFETY NET SERVICES IN THE TOTAL AMOUNT OF $240,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

s. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH ST. ELIZABETH SHELTER FOR THE PURPOSE OF PROVIDING HOMELESS SAFETY NET AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $320,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

t. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH THE FOOD DEPOT FOR THE PURPOSE OF PROVIDING NUTRITIOUS FOOD AND NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $320,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

u. REQUEST FOR APPROVAL OF A SERVICE AGREEMENT WITH THE LIFE LINK FOR THE PURPOSE OF PROVIDING NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $240,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

v. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH ASPEN SOLUTIONS LLC, FOR THE PURPOSE OF

PROVIDING DATA CONSULTATION SERVICES TO HUMAN SERVICES COMMITTEE AND CHILDREN AND YOUTH COMMISSION GRANTEES IN THE TOTAL AMOUNT OF $400,000 INCLUDING NMGRT THROUGH JUNE 30, 2029/

Approved on consent.

w. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH UNITED WAY OF NORTH CENTRAL NEW MEXICO FOR THE PURPOSE OF OPERATING THE CONNECT 211 CALL CENTER AND PROVIDING NAVIGATION SERVICES IN THE TOTAL AMOUNT OF $320,000 INCLUDING NMGRT THROUGH JUNE 30, 2029.

Approved on consent.

x. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #24-0709 GOVERNMENTAL SERVICES AGREEMENT #25-0521-0300-0062 WITH THE NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT TO EXTEND THE TERM TO JUNE 30, 2026, FOR THE BALANCED RESOURCES ACQUISITION AND INFORMATION NETWORK, A CONSOLIDATED ENERGY INFORMATION TOOL.

Approved on consent.

y. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH VALLI INFORMATION SERVICES FOR UTILITY BILL PRINTS, POSTAGE, AND INSERT INFORMATION IN THE TOTAL AMOUNT OF $3,061,706.30 FOR A TEN-YEAR TERM.

Approved on consent.

z. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $175,760 FROM THE WASTEWATER ENTERPRISE FUND TO THE PROFESSIONAL CONTRACTS TO SUPPORT PROCUREMENT AND EMERGENCY STAFFING WITH HIREQUEST FOR THE WASTEWATER DIVISION.

Approved on consent.

aa. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH AUI, INC. FOR ON-CALL BRIDGE AND CULVERT MAINTENANCE

AND REPAIR SERVICES IN THE TOTAL AMOUNT OF $4,000,000 EXCLUDING NMGRT FOR A FOUR-YEAR TERM.

Approved on consent.

bb. REQUEST FOR APPROVAL OF A FUND CAPITAL APPROPRIATION PROJECT C5223170 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR PEDESTRIAN AND BICYCLE IMPROVEMENTS ALONG PACHECO STREET IN THE TOTAL AMOUNT OF $150,000 THROUGH JUNE 30, 2026.

Approved on consent.

cc. REQUEST FOR APPROVAL TO PURCHASE AN MB3 BROOM PLOW FOR THE SANTA FE REGIONAL AIRPORT FROM MB COMPANIES, INC. IN THE TOTAL AMOUNT OF $865,840.47.

Approved on consent.

dd. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $97,208 FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION FUND TO THE FY26 COMMUNITY DEVELOPMENT GRANT FUND TO SUPPORT AN INTERNAL POSITION FUNDED BY ARPA.

Approved on consent.

ee. REQUEST FOR APPROVAL OF INFORMATION TECHNOLOGY CONTRACT WITH RON TURLEY ASSOCIATES, INC TO SUPPORT AN ENTERPRISE-WIDE APPROACH TO FLEET MANAGEMENT SOLUTIONS IN THE TOTAL AMOUNT OF $901,820.13 THROUGH JUNE 30, 2030.

Approved on consent.

ff. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ITEM #24-0453 WITH TEKSYSTEMS GLOBAL SERVICE LLC TO INCREASE THE COMPENSATION BY $1,478,447.10 FOR A NEW TOTAL OF $1.737,231.60 AND TO EXTEND THE TERMINATION DATE TO JULY 12, 2028 FOR CATEGORY SIX ADMINISTRATION SERVICES.

Approved on consent.

gg. REQUEST FOR APPROVAL OF PURCHASING ENTITY CONTRACT WITH VERIZON WIRELESS FOR WIRELESS VOICE, DATA, AND ACCESSORIES IN THE TOTAL AMOUNT OF $2,674,170.60.

Approved on consent.

hh. REQUEST FOR APPROVAL OF GENERAL SERVICES CONTRACT WITH CARAHSOFT TECHNOLOGY CORP. FOR SHORT-TERM RENTAL MONITORING AND IDENTIFICATION SERVICES FOR THE ENFORCEMENT DIVISION OF THE PLANNING AND LAND USE DEPARTMENT IN THE TOTAL AMOUNT OF $997,300.86 FOR A TWO-YEAR TERM.

Approved on consent.

ii. 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.

Approved on consent.

jj. 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.

Approved on consent.

kk. 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.

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

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Lindell, yes; Councilor

Romero-Wirth, yes; Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve Resolution No. 2025-_____ as amended.

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

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

ll. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CANNON COCHRAN MANAGEMENT SERVICES INC. FOR GENERAL LIABILITY THIRD PARTY SERVICES IN THE TOTAL AMOUNT OF $865,500 FOR A FOUR-YEAR TERM.

Approved on consent.

mm. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH ARTHUR J. GALLAGHER FOR COMPREHENSIVE INSURANCE BROKER SERVICES IN THE TOTAL AMOUNT OF $293,188.13 INCLUDING NMGRT FOR A FOUR-YEAR TERM.

Approved on consent.

10. ACTION ITEMS: DISCUSSION AGENDA

a. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PRICE AGREEMENT #21-0484 AND #23-0182 WITH SUB SURFACE CONTRACTING, INC. TO INCREASE COMPENSATION BY $13,303,193.75 FOR A NEW TOTAL AMOUNT OF $20,000,000 INCLUDING NMGRT AND TO EXTEND THE TERM TO JUNE 30, 2031, FOR PRIORITY LINE REPLACEMENT FOR THE WATER DIVISION.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $3,000,000 FROM WATER CAPITAL PROJECTS INTO WIP CONSTRUCTION.

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

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

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

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve item A (1).

VOTE The motion passed on a roll call vote as follows:
Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Lindell, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

b. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PRICE AGREEMENT #21-0378 WITH A.A.C. CONSTRUCTION, LLC TO INCREASE COMPENSATION BY $4,373,437.50 FOR A NEW TOTAL AMOUNT OF $6,000,000 INCLUDING NMGRT, AND TO EXTEND THE TERM TO JUNE 30, 2031, FOR ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION AND REPAIR.

1. REQUEST FOR APPROVAL OF A TECHINCAL BUDGET AMENDMENT RESOLUTION (TBAR) IN THE TOTAL AMOUNT OF $540,398 FROM WATER CAPITAL PROJECTS TO WIP CONSTRUCTION

MOTION A motion was made by Councilor Chavez for B and B(1), seconded by Councilor Romero-Wirth, to approve the request.

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

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

c. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO PRICE AGREEMENT ITEMS # 21-0483 AND #23-0183 WITH A.A.C. CONSTRUCTION, LLC. TO INCREASE COMPENSATION BY $14,958,124.70 FOR A NEW TOTAL AMOUNT OF $20,000,000 INCLUDING NMGRT, AND EXTEND THE TERM TO JUNE 30, 2031, FOR PRIORITY LINE REPLACEMENT FOR THE WATER DIVISION.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve the request.

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

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

d. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO PRICE AGREEMENT ITEM #21-0378 WITH SUB SURFACE CONTRACTING, INC. TO INCREASE COMPENSATION BY $3,853,125 FOR A NEW TOTAL CONTRACT AMOUNT OF $6,000,000 INCLUDING NMGRT, AND EXTEND THE TERM TO JUNE 30, 2031, FOR ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the request.

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

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

e. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO TRANSFER $1,400,000 FROM GENERAL FUND BALANCE INTO PUBLIC WORKS FACILITIES WIP CONSTRUCTION AND WIP DESIGN FOR REPLACEMENT OF THE ROOF AND ENGINEERING OF THE HVAC SYSTEM AT THE CITY-OWNED FACILITY LEASED TO LA FAMILIA MEDICAL CENTER.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the request.

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

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

f. REQUEST FOR APPROVAL OF A GRANT AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

TO HIRE FULL-TIME FIREFIGHTERS AND EMERGENCY MEDICAL TECHNICAL POSITIONS IN THE TOTAL AMOUNT OF $393,750 WITH A REVERSION DATE OF JUNE 30, 2025.

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

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

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

g. REQUEST FOR APPROVAL FOR AN INTER-GOVERNMENTAL TRANSFER OF FUNDS IN THE AMOUNT OF $871,970.20 TO NEW MEXICO HEALTH CARE AUTHORITY FOR THE PURPOSE OF PARTICIPATION IN THE NEW MEXICO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM WITH A RETURN REVENUE OF $3,181,211.95 FROM THE FEDERAL MEDICAID PROGRAM.

1. REQUEST FOR APPROAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO INCREASE FIRE EMERGENCY SERVICES MISCELLANEOUS EXPENSES IN THE TOTAL AMOUNT OF $1,195,265.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the request.

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

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

h. REQUEST FOR APPROVAL OF GRANT AGREEMENT FTA G-33 WITH THE UNITED STATES OF AMERICA FEDERAL TRANSIT ADMINISTRATION (FTA) VIA THE SECTION 5307 OPERATING ASSISTANCE FOR PUBLIC TRANSPORTATION SERVICE PROGRAM IN THE TOTAL AMOUNT OF $4,018,120 THROUGH SEPTEMBER 30, 2026.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE PROCEEDS FROM THE FTA SECTION5307

GRANT IN THE AMOUNT OF $4,018,120 TO FY25 TRANSIT REVENUE AND EXPENSES.

MOTION A motion was made by Councilor Faulkner for H and H(1), seconded by Councilor Castro, to approve the request.

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

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

i. REQUEST FOR APPROVAL OF THE MASTER AGREEMENT WITH RIO METRO REGIONAL TRANSIT DISTRICT FOR CITY PROJECTS WITH RAILROAD COORDINATION.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE ROAD IMPACT FEES IN THE AMOUNT OF $42,792 TO COMPLETE STREETS WIP DESIGN FOR ST. MICHAEL'S DRIVE – RAIL TRAIL UNDERPASS PROJECT.

MOTION A motion was made by Councilor Romero-Wirth for I and I(1), seconded by Councilor Faulkner, to approve the request.

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

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

j. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO ITEM #21-0552 WITH BRADBURY STAMM CONSTRUCTION, INC. TO UPDATE THE SCOPE OF WORK AND INCREASE COMPENSATION BY $174,257.10 FOR A NEW TOTAL AMOUNT OF $26,000,000 INCLUDING NMGRT FOR CONSTRUCTION OF THE AIRPORT TERMINAL BUILDING AND PARKING LOT EXPANSION.

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 Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes;

Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Lindell, yes; Councilor Romero-Wirth, 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, SUBPARTS (H)(7) AND (8), ATTORNEY-CLIENT PRIVILEGED DISCUSSION OF THREATENED OR PENDING LITIGATION, IN PARTICULAR, *MELANIE LOVATO VS. THE CITY OF SANTA FE,* D-101-CV-2025-01464, AND DISCUSSION OF DISPOSITION OF THE CITY-OWNED PROPERTY LOCATED AT 633 AND 635 AGUA FRIA STREET.

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, subparts (H)(7) and (8), enter into Executive Session.

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

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

The Governing Body entered into Executive Session at 6:03 pm.

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

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

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

The Governing Body reconvened in open session at 7:14 pm.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to go to Petitions From the Floor as the next item.

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

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

13. EXECUTIVE SESSION ACTION ITEMS

None.

17. PETITIONS FROM THE FLOOR

John Paul Granillo. Mr. Granillo said he represents the Citizens Council from the Governors Office. He spoke to trash clean up and response times for Police.

Kevin Wrap. Mr. Wrap spoke to trash clean up. He is with the Trash Pandas and needs support for clean ups around the City.

Channel Wagner. Ms. Wagner said she is an intern at the Governors Office. She spoke to beautification of the City.

Jenna Alves. (Interpreter) Ms. Alves spoke to District 3 support from the City and the crime on the street and support for small business.

Marybelle Cabarillo. (Interpreter) Ms. Cabarillo spoke to southside District 3 issues of crime and no response when reported. She is a small business owner.

Lazares Hoffman. Mr. Hoffman spoke to Palestine murders, starvation and disease, genocide, and malnutrition.

Elsa Orasco. Ms. Orasco spoke to assistance needed on the southside regarding crime, homelessness, drug interactions and safety for our children.

Stephanie Beninato. Ms. Beninato spoke to lifeguard hiring, a lawsuit and the affordable housing meeting wait list.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

a. CONSIDERATION OF RESOLUTION NO. 2025-____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2026; ACCEPTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S (NCRTD'S) FISCAL YEAR 2026 PROPOSED FUNDING OF REGIONAL SERVICES PROVIDED BY THE CITY OF SANTA FE ("CITY") OF $1,421,890; AND APPROVING SUBMITTING THE CITY'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2026 TO THE NCRTD'S BOARD OF DIRECTORS FOR APPROVAL.

Introduced.

b. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION, REGARDING AMENDING THE CITY'S CHARTER TO REQUIRE GOVERNING BODY CONSENT BEFORE A MAYOR CAN REMOVE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK.

Introduced.

c. CONSIDERATION OF BILL NO. 2025-15. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $2,000,000, INCLUDING A LOAN IN THE AMOUNT OF $800,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING A NEW PIPELINE AND PUMP TO RETURN SAN JUAN - CHAMA PROJECT SOURCE EFFLUENT WATER FOR REUSE VIA RETURN FLOW CREDITS AND INCREASED DIVERSIONS, INCLUDING RELATED WORK AND

REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Introduced.

18. PUBLIC COMMENT ON BILLS

None.

19. FINAL ACTION O LEGISLATION (PUBLIC HEARING)

a. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AND GENERAL FRANKLIN E. MILES PARK AS A METROPOLITAN REDEVELOPMENT AREA.

Stephanie Beninato. Ms. Beninato spoke in opposition to the designation as a blighted area.

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

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

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

B. CONSIDERATION OF A BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025-_____. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE: AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $5,500,000, INCLUDING A LOAN IN THE AMOUNT OF $2,200,000; EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF REPAIRS TO THE NICHOLS DAM OUTLET CONDUIT, INCLUDING SEALING OF CONDUIT JOINTS, CONDUIT LINING, INSTALLATION OF FILTER DIAPHRAGM AROUND OUTLET CONDUIT, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND IN ADMINISTRATIVE FEE SOLELY FROM THE NET RESERVE RELATED WORK AND REVISIONS, AND SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

There was no public comment.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to approve Ordinance No. 2025-_____.

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

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

C. CONSIDERATION OF BILL NO. 2025-16. ORDINANCE NO. 2025-_____. A BILL AMENDING SECTION 2-4.6 TO REMOVE THE SIXTY (60) DAY TIME LINE FOR THE CITY MANAGER TO HIRE A DEPUTY CITY MANAGER AND UPDATE THE SECTION CONSISTENT WITH THE CHARTER.

Stephanie Beninato. Ms. Beninato spoke to the City being top heavy in upper management and the process for hiring the position.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve Bill No. 2026-16.

Councilor Romero-Wirth called the question. Councilor Castro seconded the call.

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

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

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

Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, no; Councilor Michael Garcia, no; Councilor Castro, yes; Councilor Lindell, yes; Councilor Romero-Wirth, 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 STEPHANIE BENINATO APPEAL THE HISTORIC DISTRICTS REVIEW BOARD'S DECEMBER 10, 2024, DECISION DENYING A REQUEST FOR AN EXCEPTION TO EXCEED THE 4'6" MAXIMUM ALLOWABLE HEIGHT BY 1'2" FOR A FENCE IN FRONT OF A CONTRIBUTING HOUSE AT 614 PASEO DE PERALTA IN THE DOWNTOWN AND EASTSIDE HISTORIC AND BUSINESS CAPITAL DISTRICTS.

This item was postponed to the Governing Body on July 30, 2025.

21. APPOINTMENTS

None.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 9:05 pm.

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
June 25, 2025

The Governing Body of the City of Santa Fe met in an executive session duly called on June 25, 2025, beginning at 6:08 p.m.

The following was discussed:

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

PRESENT
Mayor Webber
Councilor Lindell
Councilor Castro
Councilor M. Garcia
Councilor Romero-Wirth
Councilor L. Garcia
Councilor Faulkner
Councilor Chavez

STAFF PRESENT
Mark Scott, City Manager
Erin McSherry, City Attorney
Andréa Salazar, City Clerk/Director of Community Engagement
Bernadette Salazar, HR Director (Arrived at 6:08 PM – Left at 6:41 PM)
Chris Ryan, Assistant City Attorney (Arrived at 6:08 PM – Left at 6:41 PM) (Via Phone)
Elisa Montoya, Community Development Director(Arrived at 6:42 PM – Left at 7:10 PM)
Henri Hammond-Paul, Community Health & Safety Director (Arrived at 6:42 PM – Left at 7:10 PM)
Terry Lease, Asset Development Manager (Arrived at 6:42 PM – Left at 7:10 PM)

There being no further business to discuss, the executive session was adjourned at 7:10 p.m.

_____
Andréa Salazar, City Clerk/Director of Community Engagement

Agenda

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

Procedures for Governing Body Meeting

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

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

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

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

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

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

      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)

      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)

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.

SUMMARY OF ACTION
SPECIAL MEETING OF THE GOVERNING BODY
MONDAY, JUNE 30, 2025, 6:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 6:00pm**	**2**
2.	**Pledge of Allegiance**	**Councilor Romero-Wirth**	**2**
3.	**Salute to the NM Flag**	**Councilor Castro**	**2**
4.	**Invocation and Remembrances**	**Councilor Chavez**	**2**
5.	**Roll Call**	**Quorum**	**2-3**
6.	**Approval of Agenda**	**Approved**	**3**
7.	**Presentations**	**None**	**3**
8..	**Action Items: Discussion Items**		
	a. Minutes	**Approved**	**3**
	b. Insurance Program	**Approved**	**3**
	c. Amendment	**Approved**	**3-4**
	d. Amendment	**Approved**	**4**
9.	**Adjourn**	**Adjourned 6:18 pm**	**4**

SPECIAL MEETING OF THE GOVERNING BODY
MONDAY, JUNE 30, 2025, 6:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 6:00 pm, on Monday, June 30, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Faulkner.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Alma Castro

Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

MEMBERS ABSENT
Councilor Signe Lindell, excused
Councilor Cassutt, excused
Councilor Amanda Chavez, excused

OTHERS PARTICIPANTS ATTENDING
Erin McSherry, City Attorney
Andrea Salazar, City Clerk

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro to approve the agenda as presented.

VOTE The motion passed on a voice vote.

7. PRESENTATIONS

None.

8. ACTION ITEMS: DISCUSSION AGENDA

a. REQUEST FOR APPROVAL OF THE JUNE 11, 2025, REGULAR GOVERNING BODY MEETING MINUTES.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the minutes of June 11, 2025, as presented.

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

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

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.

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

c. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO GENERAL

SERVICES CONTRACT ITEM NO. 25-0715 WITH PARADISE POWER COMPANY, INC. FOR IMPLEMENTATION OF THE BALANCED RESOURCES ACQUISITION AND INFORMATION NETWORK (BRAIN) TO EXTEND THE TERM TO JUNE 30, 2026.

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

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.

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

9. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 6:18 pm.

_____
Mayor Alan Webber

Attested To By:

_____
Andréa Salazar, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

City of Santa Fe, New Mexico

memo

DATE: June 16, 2025

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

VIA: Geralyn F. Cardenas, Interim City Clerk

FROM: Julie Rasmussen, Administrative Assistant, City Clerk's Office

ITEM & ISSUE:

Request from New Mexico Company Operation, LLC dba 599 Shell is seeking a Transfer of Ownership of Dispenser Liquor License No. DIS-000639.

BACKGROUND AND SUMMARY:

New Mexico Company Operations, LLC dba 599 Shell has Requested a Transfer of Ownership of Dispenser Liquor License No. DIS-000639 to be located at 2200 South Meadows Road, Santa Fe, NM 87505.

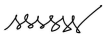
Attached are staff reports regarding litter, noise and traffic. The proposed location is a Gas Station and Convenience Store that has not yet been Constructed. Staff Approval is Conditional until Inspections can be done after Construction is Completed.

Additionally, as a condition of doing business in the city, staff recommends that it be noted that the applicant is required to comply with all city ordinances.

ACTION REQUESTED

Consideration of the above request

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Letter to Applicant
- Staff Reports

Signature: 

Email: gfcardenas@santafenm.gov

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

May 22, 2025

Certified Mail No.: 7021 2720 0001 2204 7665
Copy Via Email: asalazar@santafenm.gov

City of Santa Fe
% Andrea Salazar, City Clerk
Community Engagement Division
PO Box 909
Santa Fe, NM 87504-0909

License No.:	**Dispenser Liquor License No. DIS-000639**
Name of Applicant:	New Mexico Company Operations LLC
Doing Business As:	599 Shell
Proposed Location:	2200 South Meadows Rd, Santa, Fe 87505

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Transfer of Ownership of Dispenser Liquor License No. DIS-000639.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae Griego

Desirae Griego | Staff Manager
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Desirae.Griego@rld.nm.gov | www.rld.nm.gov/abc/
(505)-795-4091

Enclosures:

1. Application Page 1 (***must be signed and returned w/notices of publication***)
2. Application Page 2
3. Copy of proposed floor plan

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED
SEP 16 2024
ALCOHOLIC BEVERAGE CONTROL

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

Transfer of Dispenser Type Liquor Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $ 200 Received on: 9.16.24 Receipt No. _____

License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

DIS-000639

License Number: 000639 0867 License Type Dispenser

Record Owner of Existing License: C. Brewer & Co., LLC

Current D/B/A Name: Brewer 599

Current Premises Address: 2200 South Meadows Rd, Santa Fe, NM 87505

Current LOD: Santa Fe Is License moving out of Local Option District? ☐Yes ■No

Check appropriate boxes:

Application is for: ■Transfer of Ownership ☐Transfer of Ownership and Location ☐Transfer of Location Only

Applicant is ☐Individual ■Limited Liability Company ☐Corporation ☐Partnership (General/Limited)

NAME OF APPLICANT: New Mexico Company Operations LLC

D/B/A Name to be used: 599 Shell Business Phone No: 505-884-2040

Mailing Address: 2701 Candelaria Rd NE, Albuquerque, NM 87107

Email (required) jfitzpatrick@texaspetroleumgroup.com

Physical location where license is to be used: 2200 South Meadows Rd, Santa Fe, NM 87505
(Include street number / highway number / state road, city, state, and zip code)

County: Santa Fe

Are alcoholic beverages currently being dispensed at the proposed location ☐Yes ☐No If Yes, License # / Type: _____

Contact Person: Jason Fitzpatrick **Phone #:** 505-221-7894 **Email:** jfitzpatrick@texaspetroleumgroup.com

I, (print name) Jason Fitzpatrick, as (title) Resident Agent being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public

Signature of Applicant: _____ Date: 9/5/24

Notary Public Use Only: (State of New Mexico, County of Bernalillo
SUBSCRIBED AND SWORN TO before me this 5th day of September, 20
By: Linda Anne White Notary Public: Linda Anne White
Date my Commission Expires: 03/28/2028

NOTARY PUBLIC-STATE OF NEW MEXICO
Linda Anne White
Commission # 2002752
My Comm. Expires 03/28/2028

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20___ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved, _____

Signed by Director: _____ Date: _____

Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (**check one**)

☑ Owned by Applicant, copy of deed/document attached

☐ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): _____

B. Date and Term of Lease: _____

3. Premises location is Zoned (example C-1, see Zoning Statement): **See Attached Email (No Zoning Statement Required)**

Zoning Statement attached, ☐**Yes** ☑**No** Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. **Distance* from nearest Church**: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: **San Isidro Catholic Church** Miles/feet: **1.3 miles**

Address/location of Church: **3552 Agua Fria St, Santa Fe, NM 87507**

5. **Distance* from nearest School**: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: **El Camino Real Academy** Miles/feet: **2603 ft**

Address/location of School: **2500 S Meadows Rd, Santa Fe, NM 87507**

6. **Attach Detailed Floor Plan**, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Racetrack

☐ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery ☐ Wholesaler

☑ Other (specify): **Gas Station/Convenience Store**

***NOTE**: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

6558 SQ FT

NEW MEXICO COMPANY OF CREATIONS LLC
2200 SOUTH MEADOWS RD / SANTA FE, NM 87505

ENLARGED FLOOR PLAN

ENTRANCE/EXIT

ENTRANCE/EXIT

BULK, WARM, LEANER & DISPLAY & STORAGE

SOUTH MEADOWS RD

NORTH

A NEW
CONVENIENCE STORE
2200 S. MEADOWS RD. SANTA FE, NEW MEXICO
FOR
R OIL COMPANY
2701 CANDE ALBUQUERQUE, NEW MEXICO 87107

Mitchell & Cruse Architecture
102 N Canyon Street Carlsbad, NM 882
e-mail: mca@mitchellcruse.com phone: (575) 689-8400 fax: (575) 885-8452
website: www.mitchellcruse.com

A-14

Applicant Supplemental Information Form

1. **Name of Applicant:** NEW MEXICO COMPANY OPERATION LLC

   D/B/A Name to be used: 599 SHELL

   Proposed License Location: 2200 SOUTH MEADOWS RD SANTA FE, NM 87505

   Telephone number: 505 597 1514

   Email: jfitzpatrick@texaspetroleumgroup.com

2. **Type of liquor license request:**

   - ☐ New License (indicate type: _____)
   - ☐ Transfer of location (indicate type: _____)
   - ☑ Transfer of ownership (indicate type: DESPNSR-000639)
   - ☐ Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**

   - ☐ Yes (If yes, License # and Type: _____)
   - ☑ No

4. **Were alcoholic beverages previously dispensed by the requesting business?**

   - ☑ Yes (If yes, License # and address where alcohol was being dispensed: SEE ATTACHED)
   - ☐ No

5. **Does this business have any record of violation?**

   - ☐ Yes (If yes, please explain: _____.)
   - ☑ No

6. **What are the current/previous and proposed hours of operation of this business?**

   Current/Previous Hours of Operation: NONE, NEW CONSTRUCTION

   Proposed Hours of Operation: 5AM - 12AM MON - SUN

7. **Is an outdoor seating/patio area included in the licenses premise?**

   - ☐ Yes (If yes, is the area fully enclosed? ☐ Yes ☐ No)
   - ☑ No

8. **What, if any, are the anticipated peak days and times at the proposed business location?**

What days? FRIDAY & SATURDAY.

What times? 5PM - 10PM.

9. **Do you have a business license with the City of Santa Fe?**

☐ Yes (If yes, what is your License #? _____)

☑ No (*Please contact the Business Licensing Department at 505-955-6551 to obtain a business license.*)

10. **Do you have a posted occupant load issued by the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is your occupant load issued for your business? _____)

☑ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

11. **Have you been issued a Certificate of Compliance from the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is the date the Certificate was issued? _____)

☑ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

12. **Please indicate the anticipated daily occupant load due to the sale of alcohol at this location:**

250 CUSTOMERS.

13. **Please indicate the anticipated change in business volume due to the sale of alcohol and explain:**

☐ Business is expected to increase (additional number of customers per day: _____).

☐ Business is expected to decrease (loss of customers per day: _____).

☑ Business is expected to remain the same.

* Please explain your answer: NEW CONSTRUCTION SO NO CURRENT CUSTOMER COUNT.

14. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

☑ Traffic can be expected to increase on adjacent streets.

☐ Traffic will not increase on adjacent streets.

* Please explain your answer: CONVENIENCE STORE / GAS STATION.

Name of person completing this form: JASON FITZPATRICK

Telephone number: 505 597 1514

Date: 5/30/2025

Store	Address	City	Type	License #
1120	1304 S. 1st Street	Artesia	DIS	000576
1130	2601 W. Main	Artesia	DIS	000412
1150	101 N 1st Street	Artesia	DIS	000783
1220	100 N 8th Street	Loving	DIS	000182
1240	1311 W. Pierce	Carlsbad	RET	000063
1250	3024 National Parks Hwy	Carlsbad	DIS	000233
1260	713 N Canal	Carlsbad	DIS	000193
1270	1725 S. Canal	Carlsbad	DIS	000197
1280	3628 Nat'l Parks Hwy	Carlsbad	DIS	000036
1290	1401 N Canal	Carlsbad	DIS	000214
1330	917 N. Main	Roswell	DIS	000322
1360	3001 N. Main	Roswell	DIS	000020
1420	420 W. 1st	Capitan	DIS	000223
1480	101 Ski Run Road	Alto	DIS	000530
1560	185 U.S. Hwy 82	Alamogordo	DIS	000721
1570	1445 Hwy 70 West	Alamogordo	DIS	000084
1580	723 White Sands N.	Alamogordo	DIS	000636
1620	501 Candelaria NE	Albuquerque	RET	000045
1660	2021 Menaul NE	Albuquerque	DIS	000654
1670	4001 Sara Road	Rio Rancho	DIS	000495
1680	7801 Carr Way	Rio Rancho	DIS	000382
1690	12476 N. Hwy 14	Sandia Park	DIS	000747
1700	2645 S. Valley	Las Cruces	RET	000005
1710	2901 N. Main	Las Cruces	DIS	000272
1730	2512 E. Lohman	Las Cruces	DIS	000381
1740	3040 N. Main	Las Cruces	DIS	000414
1750	1305 S. Solano	Las Cruces	DIS	000074
1820	711 St. Michael's Dr	Santa Fe	DIS	000661
1840	1010 St. Francis Dr	Santa Fe	DIS	000126
1900	4061 Cerrillos	Santa Fe	DIS	000581
1920	509 S. Riverside	Espanola	DIS	000312
1980	7510 Airport Rd.	Santa Fe	DIS	000662

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, July 3, 2025.

The purpose of this hearing is to discuss a request from New Mexico Company Operations, LLC, dba 599 Shell for a Transfer of Ownership of Dispenser Liquor License No. DIS-000639 with package sales only. This license will remain located at 2200 South Meadows Rd, Santa Fe, New Mexico 87505.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://santafenm.portal.civicclerk.com/.

ANDREA SALAZAR (May 29, 2025 09:06 MDT)

Andréa Salazar
City Clerk/Director of Community Engagement

Received by The Santa Fe New Mexican
Date: _____

To Be Published: June 4,2025
AND
June 11, 2025

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

150 Washington Ave., Ste 105
Mail Payments To:
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Receipt Invoice

NM COMPANY OPERATIONS LLC
2701 Candelaria Rd NE
Albuquerque NM, 87107-1954

505-221-7894

LEGAL #93974

CITY OF SANTA FE
NOTICE OF PUBLIC
HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, July 3, 2025. The purpose of this hearing is to discuss a request from New Mexico Company Operations, LLC, dba 599 Shell for a Transfer of Ownership of Dispenser Liquor License No. DIS-000639 with package sales only. This license will remain located at 2200 South Meadows Rd, Santa Fe, New Mexico 87505.
Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://santafenm.portal.civicclerk.com/.

PUB.: June 4, 11 2025

Tagline:	LEGAL #93974 CITY OF SANTA FE NOTICE OF		
Account Number:	STNCOL		
Ad ID:	97705		
		Sales Rep:	Nathaniel Martinez
Ordered By:		**Order Taken By:**	Nathaniel Martinez
Ad Cost:	$81.50		
Tax Amount:	$6.67	**Payment**	$88.17 Credit Card - Visa:6062
Total Amount:	$88.17		
		Tagline:	LEGAL #93974
Amount Due:	$0.00		CITY OF SANTA FE NOTICE OF
PO Number:			
Payment:	$88.17 Credit Card - Visa:6062		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 3.960"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	117	**Color:**	

Run Dates:

06/04/25, 06/11/25

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

6/23/2025

VIA EMAIL: JFitzpatrick@texaspetroleumgroup.com

New Mexico Company Operations, LLC
dba 599 Shell
2701 Candelaria Rd NE
Albuquerque, NM 87107

RE: Request from New Mexico Company Operations, LLC dba 599 Shell for a Transfer of Ownership of Dispenser Liquor License No. DIS-0006398 to be located at 2200 South Meadows Road, Santa Fe, NM 87505

Good Day,

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been scheduled for Thursday, July 3, 2025, at 4:00 pm. This will be a virtual hearing via Zoom. We will email you the Zoom meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their Wednesday, July 9, 2025, meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have *any* questions, or require anything further from our office, please do not hesitate to call me at 505-955-6520.

Sincerely,

Geralyn F. Cardenas
Deputy City Clerk

Applicant: New Mexico Company Operations , LLC **Proposed Location**: 2200 S. Meadows Road

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school. *A waiver of the 300 foot location restriction will be requested.*

☑ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Business Licensing Department

☑ Yes, the requesting business has a business license issued by the City of Santa Fe. License #_____.

☐ No, the requesting business does not have a business license issued by the City of Santa Fe.

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s).

Other: Structure at location has not been built. Inspection will be done after completion. Conditional approval only at this time.

Verification Completed By: Jason D. Sena

Title: Enforcement Manager Date: 06/24/2025

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts.

☑ No, it does not appear that this request will create any unacceptable traffic impacts.

Other: Structure at location has not been built. Inspection will be done after completion. Conditional approval only at this time.

Verification Completed By: Jennifer Morrow (Jun 24, 2025 10:14 MDT)

Title: Complete Streets Director Date: 06/24/2025

City of Santa Fe Fire Department

☐ Yes, the applicant is in compliance with all Fire Codes.

☐ No, the applicant is not in compliance with Fire Code(s).

Other: Structure at location has not been built. Inspection will be done after completion. Conditional approval only at this time.

Verification Completed By: _____

Title:_____ Date: _____

Applicant: New Mexico Company Operations , LLC **Proposed Location**: 2200 S. Meadows Road

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

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(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

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Code Enforcement Department

☐ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s).

Other: Structure at location has not been built. Inspection will be done after completion. Conditional approval only at this time.

Verification Completed By: _____

Title: _____ Date: _____

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts.

☐ No, it does not appear that this request will create any unacceptable traffic impacts.

Other: Structure at location has not been built. Inspection will be done after completion. Conditional approval only at this time.

Verification Completed By: _____

Title: _____ Date: _____

City of Santa Fe Fire Department

☐ Yes, the applicant is in compliance with all Fire Codes.

☐ No, the applicant is not in compliance with Fire Code(s).

☑ **Other: Structure at location has not been built. Inspection will be done after completion. Conditional approval only at this time.**

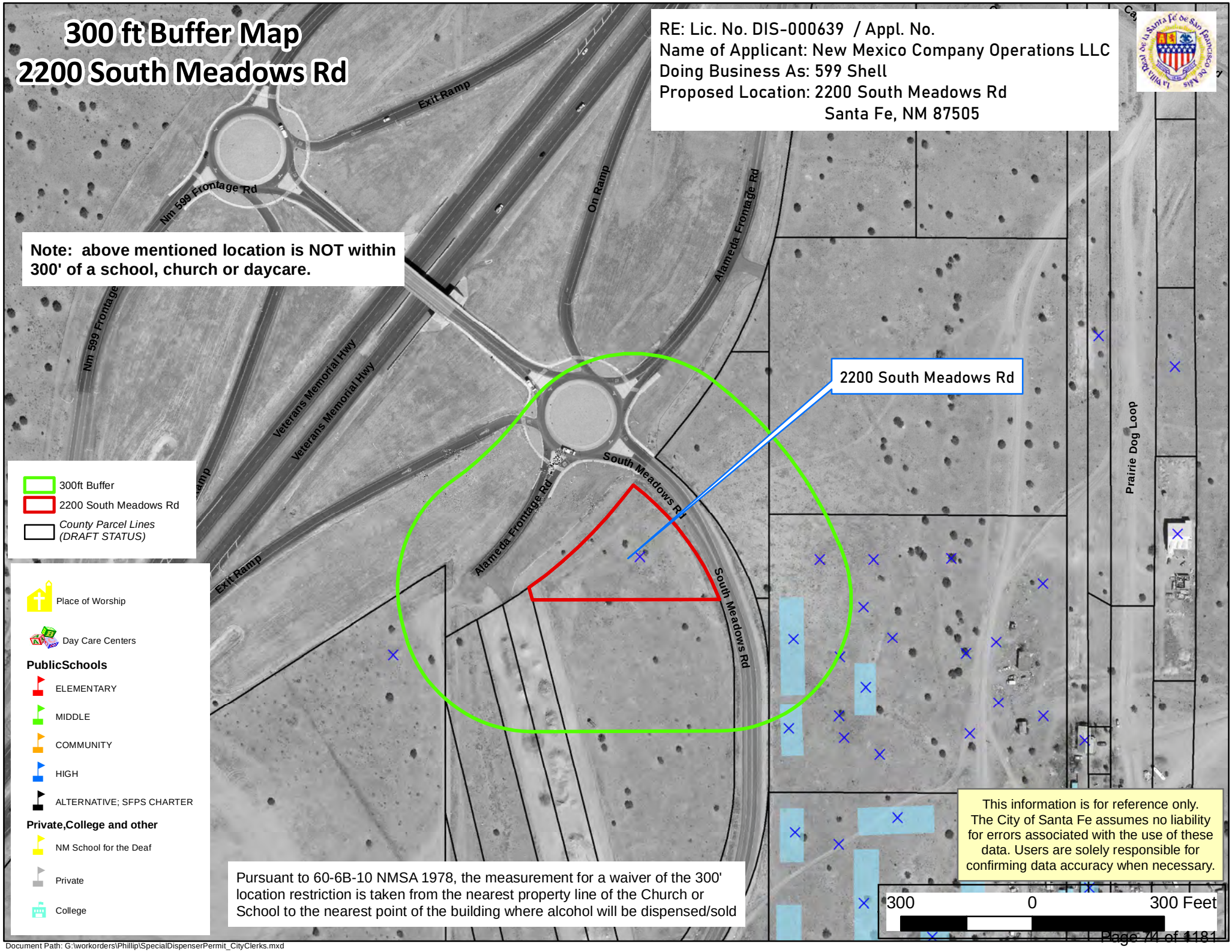
Verification Completed By: Geronimo Griego
Geronimo Griego (Jun 13, 2025 05:57 MDT)

Title: Fire Marshal Date: 06/13/2025

300 ft Buffer Map
2200 South Meadows Rd

RE: Lic. No. DIS-000639 / Appl. No.
Name of Applicant: New Mexico Company Operations LLC
Doing Business As: 599 Shell
Proposed Location: 2200 South Meadows Rd
Santa Fe, NM 87505

Note: above mentioned location is NOT within 300' of a school, church or daycare.



Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold

This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

300 0 300 Feet

Document Path: G:\workorders\Phillip\SpecialDispenserPermit_CityClerks.mxd

City of Santa Fe, New Mexico
Memorandum

DATE: May 16, 2025

TO: Governing Body

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

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

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

SUBJECT: FY25 BAR – FMD Vehicle

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

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

ATTACHMENTS:
BAR
Procurement Memo
Quote
SPA

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

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

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

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

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

FY25 Purchase of Vehicle for CIP Construction Expanded Crew funded by City auction proceeds

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

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

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

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

Regina Wheeler
Regina Wheeler (May 22, 2025 16:09 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Purchasing Memo

Date: May 16, 2025

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

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

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

Subject: Facilities Division Vehicle Purchases

Vendor Name: Don Chalmers Ford

Munis Vendor Number: 1693

ITEM AND ISSUE:

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

BACKGROUND AND SUMMARY:

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

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ½% GRT FMD/365

Munis Org Name/Number: FMD CIP/3650432

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

Fund Name/Number: MIDTOWNPRO/525

Munis Org Name/Number: MTC OPER/5256175

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

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

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

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

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

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

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions:

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

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

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

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

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

Comment/Exceptions:

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

If yes, what is the issuing agency:

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

Comment/Exceptions:

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

Project Ledger Number FMD2536504/MTC2552504

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

Comment/Exceptions:

ATTACHMENTS:

Procurement document: Statewide Price Agreement

Vendor's Quote

Outlook

Concurrence Email

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

Dear Colleagues,

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

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

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

Have a great day!

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

CHALMERS FLEET Ford

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe
Attn: Shaun Montoya

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

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

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

Subject to Prior Sale

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

Ford CHALMERS FLEET

$60,949.80
PAY THIS AMOUNT

CHALMERS
Real Value. Real People. Real Simple.

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe
Attn: David Jaramillo

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

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

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

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

Ford | COMMERCIAL VEHICLE CENTER

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

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

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

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

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

Amendment No: **Two**

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

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez** JC

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

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

Title: **Automotive Vehicles**

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

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

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

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

Accepted for the State of New Mexico

Natalie Martinez

Date: 4/10/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

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

Certificate Of Completion

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

Record Tracking

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

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

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/10/2025 9:12:05 AM
Certified Delivered	Security Checked	4/10/2025 9:24:26 AM
Signing Complete	Security Checked	4/10/2025 9:24:48 AM
Completed	Security Checked	4/10/2025 9:24:48 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

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

Amendment No.: **One**

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

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez**

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

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

Title: **Automotive Vehicles**

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

Please see the revised items on the following pages.

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 9/20/2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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<tr><td colspan="3" rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td>(AB)
11% Ram 3500
2% Ram 2500 Cab Chassis</td><td>(AC)
8% Ford F-350</td></tr>
<tr><td>(AF)
8% F350 – Pickup
8% F350 Chassis Cab</td><td>(AG)
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Gas Engine
1% Chevrolet Silverado 3500HD 2WD Reg Cab 142" Diesel Engine
3% Chevrolet Silverado 3500HD 2WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 2WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Gas Engine
3% Chevrolet Silverado 3500HD 2WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Gas Engine
2% Chevrolet Silverado 3500HD 4WD Reg Cab 142" Diesel Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Double Cab 162" Diesel Engine
5% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Gas Engine
4% Chevrolet Silverado 3500HD 4WD Crew Cab 159" Diesel Engine
5% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Gas Engine
1% Chevrolet Silverado 3500HD CC 2WD Reg Cab 60" CA Diesel Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Gas Engine
3% Chevrolet Silverado 3500HD CC 2WD Crew Cab 60" CA Diesel Engine
5% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Gas Engine
2% Chevrolet Silverado 3500HD CC 4WD Reg Cab 60" CA Diesel Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Gas Engine
4% Chevrolet Silverado 3500HD CC 4WD Crew Cab 60" CA Diesel Engine 5%</td></tr>
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Item 17 Continued on next page

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

Item 17 Continued:

<table>
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<tr><td>17</td><td>1</td><td>% Disc</td><td colspan="2">Pickup, 1 Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td rowspan="2">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.
Make/Model Options:</td><td colspan="2">(AH)
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 8' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 6.75' Bed Diesel Engine
1% Ford Super Duty F350 SRW XL 2WD Reg Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 2WD SuperCab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 2WD Crew Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Reg Cab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD SuperCab 60" CA Gas Engine
1% Ford Super Duty F350 SRW XL 4WD Crew Cab 60" CA Gas Engine
1%</td><td>(AI)
2% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Gas Engine
11% Ram 3500 Tradesman 2WD Reg Cab 8' Bed Diesel Engine
11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Gas Engine
11% Ram 3500 Tradesman 2WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Gas Engine
11% Ram 3500 Tradesman 4WD Reg Cab 8' Bed Diesel Engine
11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Gas Engine
11% Ram 3500 Tradesman 4WD Crew Cab 6'4" Bed Diesel Engine
11% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Reg Cab 60" Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 2WD Crew Cab 60" CA Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Reg Cab 60" CA Diesel Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Gas Engine
2% Ram 3500 Chassis Cab Tradesman 4WD Crew Cab 60" CA Diesel Engine
2%</td></tr>
<tr><td colspan="2">(AK)
3% F350 All Factory Models - Trim Levels
10% Delivery To Agency
10% Factory Extended Warranty</td><td>(AL)
10.50% Ford F-350 (ICE)
11.50% Ford F-350 (Diesel)</td></tr>
<tr><td>Comments:</td><td colspan="2"></td><td>All trim levels included in % discount</td></tr>
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Docusign Envelope ID: 69DED676-7CC1-407D-856C-407C6D1BA41E

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Item 27 Continued

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

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Item 27 Continued

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

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

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

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

DocuSign

Certificate Of Completion

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Certificate Pages: 5 Initials: 2
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Santa Fe, NM 87502
Arrianna.Romero1@gsd.nm.gov
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Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/17/2024 3:36:20 PM Viewed: 9/18/2024 7:07:31 AM Signed: 9/19/2024 2:09:31 PM
Arrianna Romero Arrianna.Romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/19/2024 2:09:35 PM Viewed: 9/20/2024 10:03:25 AM Signed: 9/20/2024 10:03:37 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/20/2024 10:03:41 AM Viewed: 9/20/2024 10:44:22 AM Signed: 9/20/2024 10:44:30 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/17/2024 3:36:21 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Envelope Updated	Security Checked	9/18/2024 12:25:36 PM
Certified Delivered	Security Checked	9/20/2024 10:44:22 AM
Signing Complete	Security Checked	9/20/2024 10:44:30 AM
Completed	Security Checked	9/20/2024 10:44:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
13 Vendors – See Pages 6 - 9

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

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

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

Delivery**:** **See Pages 6 - 9**

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

Invoice:
As Requested at Time of Order

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

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

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

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

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

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 8/6/2024

New Mexico State Purchasing Agent

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Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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Awarded Vendors:

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

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

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

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

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

Delivery: **Albuquerque and Santa Fe**

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

Delivery: **As Requested**

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

Delivery: **As Required**

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

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

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

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

Delivery: **FOB Dealer**

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

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

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

Term:
The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

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

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

Note to State Agencies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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Transmission: Automatic
Windows: Power

The following conditions shall apply to all items.

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

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

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

Payment Provisions:

Within fifteen (15) days after the date the User Agency receives written notice from the Awarded Vendor that payment is requested for services or items of tangible personal property delivered on site and received, the User Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the User Agency finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Awarded Vendor that payment is requested, provide to the Awarded Vendor, a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with the details of how the Awarded Vendor may proceed to provide remedial action.

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Upon acceptance by the User Agency that the services or delivered tangible personal property have been received and accepted, payment shall be tendered to the Awarded Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Awarded Vendor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Awarded Vendor within five (5) working days of receipt of funds from that funding agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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<table>
<tr><th>Item</th><th>Approx. Qty</th><th>UOM</th><th colspan="3">Description</th></tr>
<tr><td>13</td><td>1</td><td>% Disc</td><td colspan="3">Pickup, ½ Ton, ICE/HEV/Diesel Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD</td></tr>
<tr><td colspan="3" rowspan="3">Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business.

Make/Model Options:</td><td>(AB)
2%
Ram 1500 DS 10%
Ram 1500 DT 2%
Ram 1500 SSV 14%</td><td>(AC)
8%
8% Ford F-150
10% Ford F-150 Interceptor</td><td>(AF)
5% Ford F150 - ICE
5% Ford F150 – Hybrid / PowerBoost
0% Ford F-150 – excludes Raptor</td></tr>
<tr><td>(AG)
1% Chevrolet Silverado 1500 2WD/4WD Reg Cab
1% Chevrolet Silverado 1500 2WD/4WD Double Cab
1% Chevrolet Silverado 1500 2WD/4WD Crew Cab
1% Chevrolet Silverado 1500 2WD/4WD SSV
3% Chevrolet Silverado 1500 4WD PPV
4%</td><td>(AH)
1% Ford F150 XL 2WD Reg Cab 6.5' Bed
1% Ford F150 XL 2WD SuperCab 6.5' Bed
1% Ford F150 XL 2WD SuperCrew 5.5' Bed
2% Ford F150 XL 4WD Reg Cab 6.5' Bed
2% Ford F150 XL 4WD SuperCab 6.5' Bed
2% Ford F150 XL 4WD SuperCrew 5.5' Bed
2% Ford F150 Police Responder XL 4WD SuperCrew 5.5' Bed
4%</td><td>(AI)
1% Ram 1500 Tradesman 2WD Quad Cab 6'4" Bed
1% Ram 1500 Tradesman 2WD Crew Cab 5'7" Bed
1% Ram 1500 Tradesman 4WD Quad Cab 6'4" Bed
1% Ram 1500 Tradesman 4WD Crew Cab 5'7" Bed
1% Ram 1500 Tradesman Classic 2WD Quad Cab 6'4" Bed
10% Ram 1500 Tradesman Classic 2WD Crew Cab 5'7" Bed
10% Ram 1500 Tradesman Classic 4WD Quad Cab 6'4" Bed
10% Ram 1500 Tradesman Classic 4WD Crew Cab 5'7" Bed
10% Ram 1500 Classic SSV 4WD Crew Cab 5'7" Bed
12%</td></tr>
<tr><td>(AJ)
2% Nissan Frontier
3% Nissan Titan</td><td>(AK)
1% Ranger
4% F150 Regular Cab
5% F150 Extended/Super Cab
5% F150 Crew Cab
5% F150 Crew Cab Hybrid
5% F150 Crew Cab Police Responder
1% F150 Crew Cab Raptor
10% Delivery to Agency & Police Upfit</td><td>(AL)
13.50% Ford F-150 (ICE) 2.7L

15.50% Ford F-150 (HEV)

14.50% Ford F-150 (ICE) 3.5L</td></tr>
<tr><td colspan="3">Comments:</td><td></td><td>Limited Availability for F150 Crew Cab Raptor</td><td>All trim levels included in % discount</td></tr>
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Item	Approx. Qty	UOM	Description			
13a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB) 2%**	**(AC) 3%**	**(AF) 2%**	**(AG) 2%**
			(AH) 2%	**(AI) 2%**	**(AJ) 2%**	**(AK) 2% (1% on Raptor Factory Options)**
			(AL) 5%			

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

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

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

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

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

ITEM 15 Continued on next page

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ITEM 15 Continued

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

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

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

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

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

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

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

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Item 17 Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Item 27 Continued

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

Item 27 Continued on Next Page

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Item 27 Continued

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

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

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

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

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Document Pages: 44
Signatures: 1
Certificate Pages: 5
Initials: 2
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Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 8:46:12 AM Viewed: 8/6/2024 9:29:32 AM Signed: 8/6/2024 9:29:40 AM
Arrianna Romero arrianna.romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 9:29:44 AM Viewed: 8/6/2024 9:39:28 AM Signed: 8/6/2024 9:39:46 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/6/2024 9:39:51 AM Viewed: 8/6/2024 10:52:55 AM Signed: 8/6/2024 10:53:00 AM

In Person Signer Events	Signature	Timestamp

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Intermediary Delivery Events	Status	Timestamp

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Witness Events	Signature	Timestamp

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/6/2024 8:46:12 AM
Certified Delivered	Security Checked	8/6/2024 10:52:55 AM
Signing Complete	Security Checked	8/6/2024 10:53:00 AM
Completed	Security Checked	8/6/2024 10:53:00 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

J. Required hardware and software

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

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

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

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

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

Final Audit Report 2025-06-24

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

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

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

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
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Email sent to elkahahane@santafanm.gov bounced and could not be delivered
2025-06-23 - 10:33:05 PM GMT

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

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-06-24 - 5:05:30 PM GMT - Time Source: server- IP address: 63.232.20.2

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

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Agreement completed.

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

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

DATE: **June 25, 2025**

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

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

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

ITEM AND ISSUE:

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

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

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

BACKGROUND AND SUMMARY:

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

ACTION:

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

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

COMMITTEE REVIEW:

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

Grants Manager

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	6/25/2025

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

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

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

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

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

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

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

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

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval D

Agenda Item #

Emily K. Oster
Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Mar 14, 2025

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

Participation FAA

Funding Breakdown FAA/STATE

Contract No._____

Project No. SAF-25-04

Vendor No. 0000054360

Expiration Date_____

Purchase Order No:_____

AVIATION GRANT AGREEMENT

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

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

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

a. Project Description:

TWY F PER AND DESIGN

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

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

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

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

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

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

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

9. Disposition of Property.

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

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

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

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

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

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

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

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

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

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

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

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

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

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

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

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

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

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

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Recommended by:

By:_____ Date: _____
Aviation Division Director
or Designee

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

By:_____ Date: _____
Assistant General Counsel

SPONSOR

Print Name: X X X X X X X X

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

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

SPONSOR, CITY OF SANTA FE:

_____
MARK SCOTT, CITY MANAGER

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

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

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

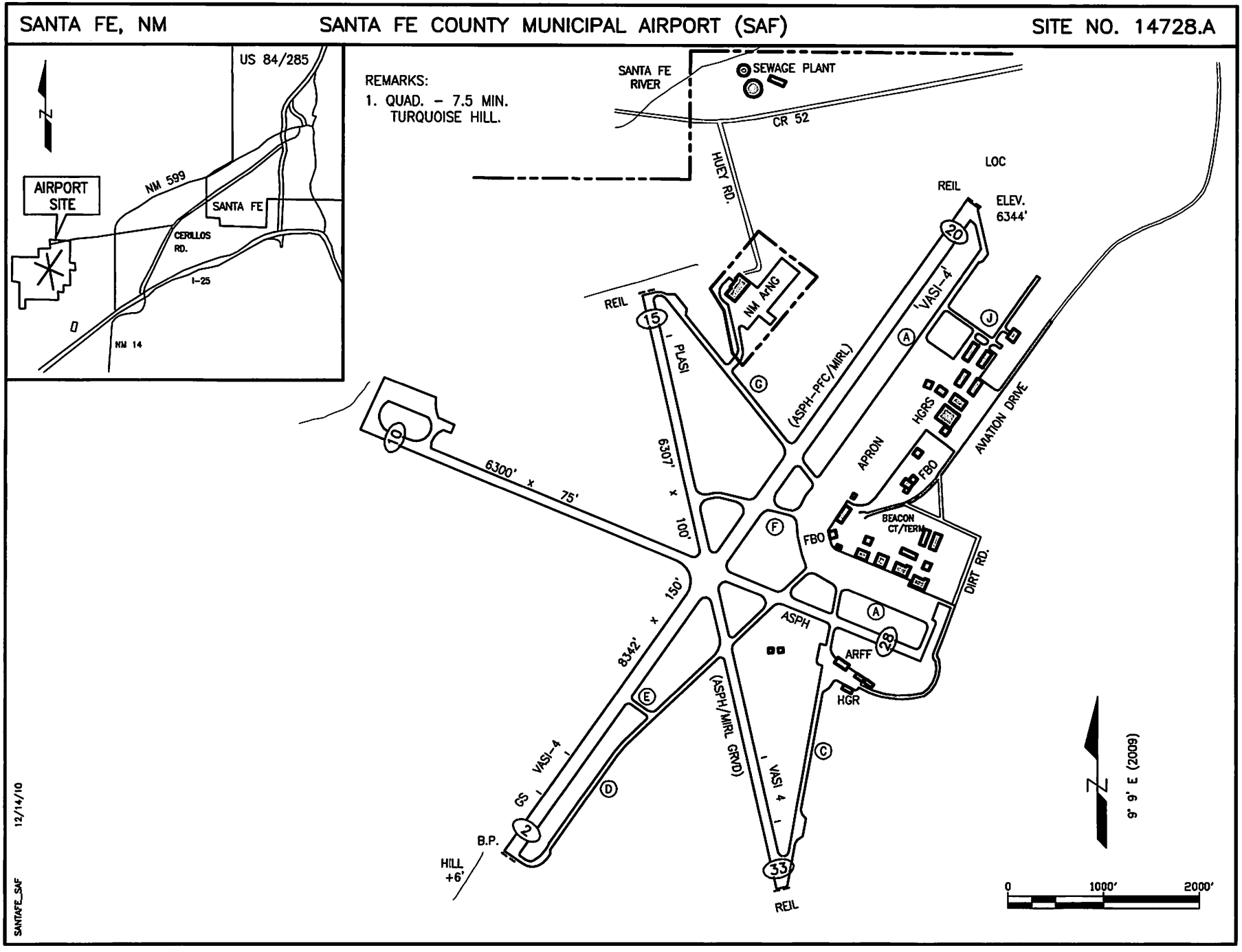

SANTA FE, NM
SANTA FE COUNTY MUNICIPAL AIRPORT (SAF)
SITE NO. 14728.A
US 84/285
AIRPORT SITE
NM 599
SANTA FE
CERRILLOS RD.
I-25
NM 14
REMARKS:
1. QUAD. – 7.5 MIN. TURQUOISE HILL.
SANTA FE RIVER
SEWAGE PLANT
CR 52
HUEY RD.
LOC
REIL
ELEV. 6344'
NM ARNG
REIL
PLASI
(ASPH-PFC/MIRL)
VASI-4
APRON
HGRS
AVIATION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

EXHIBIT A

SANTA FE REGIONAL AIRPORT

EXHIBIT B
PLEASE OMIT CENTS

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

SAF-25-03 TWY F PER & DESIGN

Final Audit Report 2025-04-17

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

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

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

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

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

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

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

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

Powered by Adobe Acrobat Sign

GB_Grant SAF-25-04

Final Audit Report 2025-06-26

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

"GB_Grant SAF-25-04" History

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

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

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

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

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

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

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

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

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

DATE: **June 25, 2025**

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

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

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

ITEM AND ISSUE:

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

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

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

BACKGROUND AND SUMMARY:

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

ACTION:

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

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

COMMITTEE REVIEW:

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

Grants Manager

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	6/25/2025

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

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

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

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

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

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

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

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

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

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Emily K. Oster — Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
New Mexico

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

June 23, 2025

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

Dear Alan Webber:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

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

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

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

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

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

Rehabilitate Taxiway F - Design

which is more fully described in the Project Application.

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

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

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

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

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

   $90,193 for airport development or noise program implementation

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

   a. Period of Performance:

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

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

   b. Budget Period:

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

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

   c. Close Out and Termination

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

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

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

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

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. Posting of contact information.

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

            ii. Location;

            iii. Distress types; and

            iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (Jun 23, 2025 23:24 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 24, 2025

City of Santa Fe

(Name of Sponsor)

Alan Webber (Jun 24, 2025 08:26 PDT)

(Signature of Sponsor's Authorized Official)

By: Alan Webber

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 26, 2025 08:35 MDT)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____
EMILY OSTER, FINANCE DIRECTOR

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Kevin L. Nault, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at 06/26/2025

By: Kevin L. Nault
Kevin L. Nault (Jun 26, 2025 08:35 MDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 14, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

SAF-SWG-3-35-0037-066-2025-Grant Agreement

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	MATTHEW HARDING (mrharding@santafenm.gov)
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CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (May 28, 2025 15:37 MDT)

From: Jennifer Morrow, PE Complete Streets Division Director Jennifer Morrow (May 28, 2025 15:22 MDT)

Subject: On-Call Bridge and Culvert Maintenance and Repair

Vendor Name: Hasse Contracting Company, Inc.

Munis Vendor Number: 10609

ACTION:

Request for Approval of a Construction Contract in the Total Amount Not to Exceed $4,000,000 including NMGRT for On-Call Bridge and Culvert Maintenance and Repair Services for a Term of Four Years with Hasse Contracting Company, Inc. (Jennifer Morrow, PW Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250366.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Works Department is establishing two on call contracts for construction services to support bridge and culvert infrastructure projects. Having two companies under contract that can perform bridge and culvert infrastructure projects provides capacity and expertise for necessary bridge and culvert maintenance and repair work throughout the City. Having multiple vendors under on-call contract also facilitates the solicitation of multiple quotations on any piece of work and selection of best value provider for a particular task.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $4,000,000 over 4 years. Execution of this agreement does not constitute any promise to purchase any amount of work. Funds for these services will be identified and budgeted, as needed, for each individual capital improvement project.

ATTACHMENTS:

Construction Contract
Procurement document: Statewide Price Agreement
Certificate of Liability Insurance (COI)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 06/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The New Mexico Statewide Price Agreement #30-80500-22-16992 expires on March 23,2026.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 06/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3250366
SWPA # 30-80500-22-16992

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Hasse Contracting Company, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

Contractor shall provide on-call bridge and culvert construction services based on State Price Agreement 30-80500-22-16992 with the scope of work of which is incorporated into this contract. Work includes, but is not limited to, construction and repairs of bridge deck surfacing and overlay, railing, substructure, superstructure elements, erosion protection and slope paving, concrete, culvert and headwalls. Associated work shall also include all aspects of traffic control, and permitting including assisting with Army Corps of Engineers permits as necessary. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder. Once a need is identified, the Project Manager will issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in their ITB, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Per Task Order

C. Distribution:

City	Public Works Department 737 Agua Fria Street Santa Fe, NM 87501
Contractor	Hasse Contracting Company, Inc. 6613 Edith Blvd, NE Albuquerque, NM 87113

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed FOUR MILLION Dollars ($4,000,000), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed FOUR MILLION dollars ($4,000,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed FOUR MILLION dollars ($4,000,000). The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one million dollars ($1,000,000) including gross receipts tax per fiscal year in FY25 through FY29.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City.

All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within twenty-one days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate four **(4) years from date of final signature**.

4. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of

material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this

Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions

made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, State Price Agreement 30-80500-22-16992, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Public Works Director or Complete Streets Director
City of Santa Fe Public Works Department
737 Agua Fria Street
Santa Fe, NM 87501
rawheeler@santafenm.gov or jlmorrow@santafenm.gov

To the Contractor: Christian Hasse
Hasse Contracting Company, Inc.
6613 Edith Blvd, NE
Albuquerque, NM 87113
chasse@hasseco.com

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and

Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR
DATE: _____

CONTRACTOR: Hasse Contracting Company, Inc.

Christian Hasse
Chrsitian Hasse (Apr 16, 2025 13:11 MDT)
Christian Hasse, VP Estimating
DATE: Apr 16, 2025

NMBTIN#: 85-0245483

City of SF Business License #: 238960

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 16, 2025 15:59 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

Docusign Envelope ID: 5CB358B2-2560-4EC6-B415-5913719E1576

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number**: 30-80500-22-16992**

Amendment No.**: Two**

Term**: March 24, 2023 – March 23, 2026**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this contract please contact:
Dolores Baca 505-570-7936

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**: Statewide Bridge & Culvert Repair**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2025 to March 23, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 3/13/2025

DocuSign Envelope ID: 10FF273D-0544-4143-A527-1581F2AEA318

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: **30-80500-22-16992**

Amendment No.: **One**

Term: **March 24, 2023 – March 23, 2025**

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Title: **Statewide Bridge & Culvert Repair**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 24, 2024 to March 23, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 12/8/2023

Dorothy Mendonca
New Mexico State Purchasing Agent
This has been signed on behalf of the State Purchasing Agent

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
3 Vendors – See Page 6

Ship To:
New Mexico Department of Transportation
(Various locations throughout District 3)

Invoice:
New Mexico Department of Transportation
(As requested at Time of Order)

For questions regarding this agreement please contact:
Dolores Baca 505-570-7936

Price Agreement Number**:** **30-80500-22-16992**

Payment Terms**:** **Net 30**

F.O.B.**:** **As Requested**

Delivery**:** **See Page 6**

JO

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**:** **Statewide Bridge & Culvert Repair**

Term**:** **March 24, 2023 thru March 23, 2024**

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 3/24/2023

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000048892
AUI Inc.
PO Box 9825

Albuquerque, NM 87119-9825
505-242-4848
darrinh@auiinc.net

Payment Term: Net 30
FOB: Destination
Delivery: 7420 Reading Avenue SE, Albuquerque, NM 87105-7823

NM Base Station: 7420 Reading Avenue SE, Albuquerque, NM 87105-7823

(AB) 0000047014
Hasse Contracting Company, Inc.
6613 Edith Blvd. NE
Albuquerque, NM 87113
505-400-2336
chasse@hasseco.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested
NM Base Station: 6613 Edith Blvd. NE, Albuquerque, NM 87113

(AC) 0000094246
Sunland Asphalt & Construction LLC
1625 E. Northern Ave.

Phoenix, AZ 85020
480-458-8196
mdieu@sunlandasphalt.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested with consideration to material procurement and supplier scheduling
NM Base Station: 5204 2nd Street NW, Albuquerque, NM 87107

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Specifications:
Establish a Price Agreement for the repair of bridges, concrete box culverts, retaining walls, slabs on grade and other transportation structures for the New Mexico Department of Transportation (NMDOT). This Price Agreement includes materials, labor, and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Invitation to Bid, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link: http://dot.state.nm.us/content/nmdot/en/Standards.html and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

Specific sections have been referred to in bid items when most applicable, however work is not limited to specific sections listed. When applicable, Special Provisions are shown in Appendix A, additional requirements in Appendix B, C and D and NMDOT PS&E Standard Drawings.

The Vendor shall perform with its own organization at least forty percent (40%) of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Vendors shall obtain prequalified status with the NMDOT as a condition to submitting a bid. For information on obtaining Prequalified status please visit the following website:
http://dot.state.nm.us/content/nmdot/en/prequalification.html

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or via email at NMDOTAPL@dot.nm.gov

Drawings required for this price agreement can be accessed through the following website:
http://dot.state.nm.us/content/dam/nmdot/Bridge/management/StatewideBridgeRepairPriceAgreementDrawings.pdf

Term:
The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:
Upon the issuance of a purchase order, the awarded Vendor(s) must provide a performance bond, payment and materials bond equal to one hundred percent (100%) of the total purchase order. Said bonds must be provided to

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the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another awarded vendor and difference being charged back to the originally awarded Vendor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:
Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by NMDOT.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

Cost for materials incorporated into the work and shipping costs shall be paid to the Contractor at the invoice cost to the Contractor from the Supplier. Markup on materials is NOT allowed. Costs for material incorporated into the work and shipping costs are not to be included in the bid amount.

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:
NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

Method of Award:
Method of award shall be to one or more Contractors for each district. Items shall be awarded to one or more Contractors per district, but not to exceed three (3) Contractors per group (district). This price agreement may be awarded to one (1) or more Contractors, as follows:

Items 001 to 085 – District One

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Items 086 to 170 – District Two
Items 171 to 255 – District Three
Items 256 to 340 – District Four
Items 341 to 425 – District Five
Items 426 to 510 – District Six

For a bid to be considered for award to a group/district, prices must be submitted for all items for that group (district). Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group/group.

Utilization of Vendors:
The following procedure for the utilization of Vendors shall be used on multiple award price agreements.

1. The selection of a Vendor from a multiple award Price Agreement to complete a project shall be based on the purchase order utilizing pricing contained within this Price Agreement.

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Vendor.

    a. The Vendor selected to perform the work on the project shall be the Vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file. A Contractor not having the lowest individual project estimate can be used if the Contractor providing the lowest estimate is unable to meet all project requirements, including project schedule, as determined and documented by the District Engineer or their designee.
    b. If a contractor fails to respond or commit in writing within ten (10) working days from the time NMDOT requests services, including estimate and project schedule, the contractor will be deemed nonresponsive and the NMDOT will move on to the next available contractor.

Public Works Minimum Wage Act:
This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Vendor during the life of this Price Agreement.

If a Vendor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the Vendor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:
For projects over sixty thousand dollars ($60,000.00) where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

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http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX

The Vendor Agrees To:

A. Provide competent supervision and skilled personnel to perform all work covered by this Price Agreement.

B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.

C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor's and/or its employees, own negligent act(s) or omission(s) while Vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

D. Comply with state laws and rules pertaining to worker’s compensation insurance coverage for its employees. If the Vendor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

F. Make all necessary arrangements with the appropriate railroad personnel for the railroad to provide flagging operations when required. The Contactor shall submit the invoice for the railroad flagging costs to the District Engineer or their designee and the Contractor will be reimbursed at invoice cost.

Insurance Requirements:

The Vendor shall procure and maintain at the Vendor’s expense, insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Vendor, the Vendor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

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1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

   Bodily Injury Liability:
   $1,000,000 each person; $2,000,000 each occurrence
   (Annual aggregate)
   Property Damage Liability:
   $2,000,000 each occurrence
   (Annual aggregate)

   a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:

      1. Coverage for liability arising out of the operation of independent Contractors
      2. Completed operation coverage
      3. Attachment of the Broad Form Comprehensive General Liability Endorsement

   b. In the event that the use of explosives is a required part of the price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

   c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of:

      1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

   d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Vendor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

   Bodily Injury Liability:

   $1,000,000 each person; $2,000,000 each occurrence (annual aggregate)

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Property Damage Liability:

$2,000,000 each occurrence (annual aggregate)

(B) **Worker's compensation insurance:** The Vendor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Vendor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

(C) **Certificate of Insurance/Department as Additional Insured:** The Vendor being awarded this Price Agreement shall furnish evidence of Vendor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement. No award will be given until Certificate of Insurance is provided as per the requirements pursuant to Public Liability and Automotive Liability per paragraph (A) 1 and (A) 2 of this subsection.

The Vendor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Vendor, pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

(D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Vendor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

(E) **Other Required Insurance:** The Vendor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Vendor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Vendor, including property of others being installed, erected or worked upon by the Vendor, his agents, or Sub-Contractors.

(F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Vendor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the

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National Railroad Passenger Corporation (NRPC), the Vendor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

$2,000,000 each occurrence

Liability and Physical Damage to Property:

$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Payments and Invoicing:
Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within twenty one (21) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within twenty one (21) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Vendor fails to comply with the workers' compensation act and applicable rules when required to

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do so the purchase order may be canceled effective immediately.

Escalation Clause:
In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation request will be made by SPD.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:
The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Specification for Bridge and Culvert Repair:

The District Engineer or their designee shall issue a Purchase Order to the Contractor prior to the beginning of any work which may include the following:

- A clearly defined Scope of work for each bridge in the work assignment.
- A list of the bid items and quantities which will be used in the Work assignment. When applicable, the special provisions as shown in “APPENDIX A” and the additional requirements as shown in “APPENDIX B, C and D” will be followed. Some quantities may be estimated and stated as such at the beginning of the work assignment when field conditions or other factors may prevent an actual measurement. The Agreement of Work shall be signed by both parties when the Work assignment is issued.
- The location, schedule, and time restraint of the work assignment.
- Other specific NMDOT requirements.

The District Engineer or their designee shall have the option to suspend the Contractor’s operation during special events such as the New Mexico State Fair, Albuquerque International Balloon Fiesta, etc.

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The District Engineer or their designee shall clearly define the limits of repair for bridges over a railroad and shall contact the NMDOT Bridge and Rail Bureaus to determine if additional requirements are needed.

The Contractor shall begin the necessary work at a specific location within fifteen (15) calendar days after receiving written notification. If the initial contractor is unable to start the work within the fifteen (15) calendar days, the District Engineer or their designee will have the option of going to the next lowest bidding contractor to provide the services requested.

The Contractor shall complete all work at any one location within the time period specified in the written notification from the NMDOT. Failure to do so, unless caused by weather delay or other factors not attributable to the Contractor, will result in Liquidated Damages as called out in the NMDOT's Standard Specifications for Highway and Bridge Construction, current edition, and being deducted from the money due to the Contractor for that approved work.

The Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance. The Contractor shall be responsible for the disposal of all debris resulting from any work performed and the disposal of all debris generated by removal and repair operations at the Contractor's cost. Final payment may be withheld subject to written approval by the District Engineer or their designee.

The Contractor shall be liable for satisfactory workmanship of all operations for a period of one (1) year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or their designee. Defects attributed to faulty material will be resolved by the Contractor, Supplier and/or Manufacturer. If warranties are called for in the Specifications or given by a Manufacturer in excess of one (1) year, all defects shall be corrected as stated in the Specification or as given by the Manufacturer.

Material:
All material used shall be approved by the District Engineer or their designee. Only material incorporated into a project at any given location shall be paid for; unauthorized excess material ordered, wasted materials or materials which are unacceptable to the District Engineer, or their designee shall not be paid for. Any and all material ordered by the Contractor as described in the Purchase Order, but not incorporated into the work shall be paid for at invoice cost (unless the Contractor breeches the terms of this Price Agreement in any way) upon completion of the Contract, and said material shall become the property of the NMDOT.

Traffic Control:
The Contractor shall abide with the NMDOT Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control (current editions). The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic control plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain

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open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Furnish directly (or provide through an approved subcontractor) all traffic control items at locations specified including submittals of Traffic Control Plans (TCP), in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). No traffic control at a given location shall be paid for if no Work is being performed and the location could be (or is) open to traffic. At the discretion of the District Engineer or their designee, the TCP shall be submitted on 11"x17" sheets and shall be computer generated. The TCP will be submitted at least five (5) working days before work is to commence and will be approved by the District Engineer or their designee.

Traffic Control Locations

1. Urban traffic control - (within corporate limits of urban areas as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

2. Rural traffic control - (areas not within designated corporate limits or as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

Payment for traffic control items will begin when traffic is diverted from the travelled lane or when the Contractor begins their work. Payment will end when the assigned work has been completed. There will be no payment for time taken to set up or remove traffic control.

Any discounts will be applied to the invoice costs submitted to the NMDOT. **All materials incorporated shall be invoiced separately including all applicable discounts (if any). Materials will be paid for under bid items 085, 170, 255, 340, 425, or 510 depending on where the project is located.**

Invoice To:

General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
2912 E. Pine St.
Deming, NM 88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation

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District Three
P.O. Box 91750
Albuquerque, NM 87199-1750
NM Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2160
Milan, NM 87021-2159

Mobilization:
Payment for mobilization is for moves within the State of New Mexico from the Contractor's designated base station to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

Sketches included in the Price Agreement are examples of proposed work for bid items:

Item 035, 120, 205, 290, 375, or 460 (Dwg. BCRPA-1) Strip Seal Joint Full Depth Replacement at Abutments
Item 036, 121, 206, 291, 376, or 461 (Dwg. BCRPA-2) Strip Seal Joint Full Depth Replacement at Piers
Item 037, 122, 207, 292, 377, or 462 (Dwg. BCRPA-3) Strip Seal Joint Partial Depth Replacement
Item 038, 123, 208, 293, 378, or 463 (Dwg. BCRPA-4) Joint Seals
Item 039, 124, 209, 294, 379, or 464 (Dwg. BCRPA-5) Pre-Molded Joint Seal
Item 040, 125, 210, 295, 380, or 465 (Dwg. BCRPA-6) Pre-Molded Joint Seal with Concrete Removal
Item 042, 127, 212, 297, 382, or 467 (Dwg. BCRPA-7) Substructure Replacement
Item 043, 128, 213, 298, 383, or 468 (Dwg. BCRPA-8) Backwall Replacement

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

APPENDIX "A"
Special Provisions Modifying

The NMDOT Standard Specifications for Highway and Bridge Construction, current edition shall apply in addition to the following:

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Section 207: Subgrade Preparation

Replace the following sub-section with:

207.3 Construction Requirements

With the exception of soils with a PI of 15 or greater, maximum dry density of all other soil types encountered or used will be determined in accordance with AASHTO T 180 (Modified Proctor), Method A or D (TTCP Modified). For soils with a PI of 15 or greater, maximum dry density will be determined in accordance with AASHTO T 99 (Standard Proctor).

The Contractor shall ensure the top two (2) ft. of borrow materials in the finished Subgrade is comprised of material with the design R-value.

The Contractor shall compact the top six (6) inches of the Roadbed to 95% of maximum density.

The Contractor shall ensure the soil moisture content (at the time of compaction) is from optimum to optimum minus five percent (5%). For soils with a PI of 15 or greater, the Contractor shall ensure the moisture content of the soil at the time of compaction is from optimum moisture to optimum moisture plus four percent (4%).

Field density tests shall be performed in accordance with AASHTO T310 or by other Department approved methods and Section 906, “Minimum Testing Requirements.”

At locations where rock (shale, siltstone, or sandstone) is present at subgrade elevations, the Contractor shall remove all loose rock. The Contractor shall proof-roll the surface of the existing rock in accordance with Section 203-A.3.2, “Acceptance” to the satisfaction of the State Geotechnical Engineer prior to the placement of fill in fill sections or the proposed pavement section in cut sections. The Contractor shall backfill, any voids created by removal of loose rock, with base course and compact prior to proofrolling operations. The Contractor shall treat areas determined to be unstable in accordance with Section 203-A, “Unstable Subgrade Stabilization”. Areas determined to have unsuitable Materials shall be treated in accordance with Section 203.2.1.5, “Unsuitable Material”. Rock shall not be scarified and then compacted.

Section 511: Concrete Structures

Replace the following sub-section with:

511.1 DESCRIPTION

This work consists of constructing concrete box culverts, headwalls, retaining walls, abutments, bents, piers, slabs, girders, and Incidental Structures requiring the use of concrete, except pre-stressed members. See Section 512 for additional information related to superstructure concrete.

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

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Section 511.3.9.2 Class 1, Ordinary Surface Finish
Section 511.3.9.3 Class 2, Rubbed Surface Finish
Section 511.3.9.5 Class 4, Special Surface Finish
Section 511.3.10.2 Method 2, Curing Compound

Delete the following Pay Item from **Section 511.5 Basis of Payment**:

Pay Item	**Pay Unit**
Substructure Concrete, Class ____	Cubic Yard

Add the following to **Section 511.5.1 Work Included in Payment**:

10. All provisions of Specification Sections 509, 510, 511, and 512. In the event of a conflict, the more stringent shall apply; and
11. Welded wire fabric.

Section 512: Superstructure Concrete

Delete the following Pay Item from **Section 512.5 Basis of Payment** and replace with the following:

The Department will pay for Superstructure Concrete and High Performance Concrete (HPD) in accordance with **Section 511.5: Basis of Payment**.

Pay Item	**Pay Unit**
Structural Concrete, Class AA	Cubic Yard
Structural Concrete, Class HPD	Cubic Yard

Section 514: Concrete Barrier Railings for Bridges

Add the following to **Section 514.5.1 Work Included in Payment**:

5. Two (2) Bridge number plates for every Bridge.

Section 532: Penetrating Water Repellent Treatment

Delete reference to **Class 4, Special Surface Treatment**. The Contractor shall meet **Coating of Concrete System** requirements for the following subsections:

Section 532.2 MATERIALS
Section 532.3.2.3 Application

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Replace the following sub-section with:

532.5.1 Work Included in Payment
Penetrating Water Repellent Treatment applied to surfaces of new concrete structures will be considered as included in the payment for the main items and will not be paid for separately.

Section 533-A: Carbon Fiber Reinforcement

533-A.1 DESCRIPTION
This Work consists of applying bonded Carbon Fiber Reinforcement for strengthening concrete structures. This Specification does not include design aspects of the Carbon Fiber Reinforcement, and the extent and limitations of the repair and retrofit of an existing concrete Structure.

533-A.2 MATERIALS

533-A.2.1 Carbon Fiber Reinforcement Fabric and/or Laminate
The Contractor shall use high strength, high modulus Carbon Fiber Reinforcement fabric (fabric) of the type and size indicated in the Contract.

The Contractor shall use Carbon Fiber Reinforcement fabric that meets the manufacturer specified properties as indicated in the Contract.

533-A.2.2 Primer Coat
The Contractor shall use a primer coat that is a two (2) component, 100% solids, moisture tolerant high modulus, high strength epoxy.

533-A.2.3 Fabric Saturant
The Contractor shall use a saturant resin that is two (2) component, 100% solids, moisture tolerant, high modulus, and high strength epoxy.

533-A.2.4 Control of Materials
The Contractor shall deliver and store the specified Materials in original containers with seals unbroken, and labels intact and legible with verification of date of manufacture and shelf life. The Contractor shall store catalysts and initiators separately. All components shall be protected from dust, moisture, chemicals, direct sunlight, physical damage, fire and temperatures outside the range specified in the Carbon Fiber Reinforcement data sheets by the Contractor. The Contractor shall not incorporate into the Work any component that has been stored in a condition different from that stated above and shall dispose of these components.

533-A.2.5 Shelf Life
The Contractor shall not incorporate, into the Work, any components of Carbon Fiber Reinforcement, especially resins and adhesives that have been stored longer than the shelf life specified on the data sheet and shall dispose of these outdated components.

533-A.2.6 Handling
The Contractor shall handle all components of Carbon Fiber Reinforcement, especially fiber sheets, in accordance with the manufacturer's recommendations to protect them from damage and to avoid misalignment or breakage of the fibers by pulling, separating, wrinkling, or by folding the sheets. After cutting, the Contractor

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shall either dry-stack the sheets with separators, or roll the sheets at a radius no tighter than 12 inches or as recommended by the manufacturer.

533-A.2.7 Safety Hazards
The Contractor shall handle with care all components of Carbon Fiber Reinforcement, especially resins and adhesives, to avoid safety hazards, including but not limited to skin irritation and sensitization and breathing vapors and dusts. The Contractor shall monitor the mixing of resins to avoid fuming, fire hazards, or violent boiling. The Contractor shall be responsible to ensure that all components of Carbon Fiber Reinforcement at all stages of Work conform to the local, state, and federal environmental and worker's safety laws and regulations.

533-A.3 CONSTRUCTION REQUIREMENTS
The Contractor's installation means and methods shall be in accordance with the manufacturer's installation recommendations. In the event of conflict with this Specification, the manufacturer's requirements shall govern.

533-A.3.1 Control of Work
The Contractor shall comply with the current editions of the following applicable standards unless otherwise specified herein:

1. ASTM D3039 (1995a), "Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials";
2. ICC AC125 (2003), "Interim Criteria for Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber-Reinforced Polymer (FRP) Composite Systems";
3. ICC AC178 (2001), "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems";
4. ACI 440.2R-08, "Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures";
5. ACI 440-R-07 Report on Fiber-Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
6. ACI 440 R-96, State-of-the-Art Report on Fiber Reinforced Plastic (FRP) Reinforcement for Concrete Structures;
7. ACI 503 R, Chapter 5, Pull-off test to determine FRP adhesion to concrete substrate; and
8. International Concrete Repair Institute (ICRI) Guide for the Selection of Strengthening Systems for Concrete Structures.

533-A.3.2 Qualifications
The Contractor shall meet the following requirements for qualification:

1. The Contractor or Subcontractor shall have a minimum of five (5) years of experience applying Carbon Fiber Reinforcement to existing concrete elements or ten (10) documented similar field applications with acceptable reference letters from respective owners. The Contractor or Subcontractor shall have in their employment field personnel with a minimum of five (5) years of experience in construction using epoxy resin adhesive Material.
2. In lieu of the requirement above, the Contractor may demonstrate, through a construction mockup, that they are capable of installing the Carbon Fiber Reinforcement to the requirements of this Specification.

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For the mockup, an area of Carbon Fiber Reinforcement of at least four (4) feet in width by four (4) feet in length shall be installed at a location on the Structure to be determined by the Project Manager.

533-A.3.3 Submittals
The Contractor shall submit the following to the Project Manager for review and Acceptance:

1. Health and Safety Sheets and Material Safety Data Sheets (MSDS) of each product, used on site and certification that the Materials conform to local, state and federal environmental and worker's safety laws and regulations;
2. Manufacturer's product data indicating product standards, physical and chemical characteristics, environmental durability, technical Specifications, limitations, installation instructions, maintenance instructions, and general recommendations for the proposed fiber and epoxy to be supplied;
3. Certification from the manufacturer of the system's Material properties including previously completed ASTM D3039 test results of the proposed system; and
4. Daily construction logs that include the following information: weather and temperature at application times; amount of product used and square footage/linear footage of substrate covered; batch numbers of all products used.

533-A.3.4 Preparation
The Contractor shall ensure availability of sufficient labor, Equipment and Materials to apply Carbon Fiber Reinforcement in accordance with the Contract requirements.

The Contractor shall inspect surfaces to receive the Work and report immediately in writing to the Project Manager any deficiencies in the surface that render it unsuitable for proper execution of this Work.

533-A.3.5 Substrate Repair and Surface Preparation of Existing Concrete Surfaces
All necessary repair and restoration of concrete section shall be approved by the Project Manager prior to surface preparation. The Contractor shall repair concrete substrate, if necessary, and shall clean and prepare the concrete surfaces prior to installing Carbon Fiber Reinforcement. The Contractor shall ensure that all concrete surfaces are dry and free of surface moisture and frost and shall test to evaluate moisture transmission in accordance with ASTM D4263 "Indicating Moisture in Concrete by the Plastic Sheet Method".

The Contractor shall repair all defective areas of concrete substrate. This Work shall be in accordance with Section 533, "Concrete Structure Repair". The Contractor shall allow repair areas to cure before Carbon Fiber Reinforcement application.

All concrete surfaces shall be sound. The Contractor shall remove deteriorated concrete, dust, laitance, grease, paint, curing compounds, waxes, impregnations, foreign particles, and other bond inhibiting debris from the surface by blast cleaning or equivalent mechanical means.

533-A.3.6 Surface Grinding
The Contractor shall remove all irregularities, unevenness, and sharp protrusions in the surface profile by grinding away to a smooth surface with less than 1/32-inch deviation. The Contractor shall use disk grinders or other similar devices to remove stain, paint, or any other surface substance that may affect the bond. The Contractor shall grind concrete surfaces to the concrete surface profile range of CSP 2-3 defined by ICRI as

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minimum surface roughness level. The Contractor shall fill voids with diameters larger than ½ inch when straight edge placed on the surface.

533-A.3.7 Chamfering Corners
The Contractor shall round or chamfer all outside corners and sharp edges receiving Carbon Fiber Reinforcement to a radius of ½ inch as per ACI 440.2R-08. The Contractor shall grind ridges, form lines and sharp or roughened edges greater than ¼ inch. The Contractor shall remove obstructions and embedded objects before installing the Carbon Fiber Reinforcement, if recommended by the manufacturer.

533-A.3.8 Crack Injection
The Contractor shall fill all cracks in the surface of concrete or the substrate wider than 0.01 inch and with spacing less than 1.5 inches or cracks wider than 1/32 inch using pressure injection of epoxy in accordance with Section 534, “Epoxy Injection”. The Contractor shall install the Carbon Fiber Reinforcement no earlier than 24 hours after crack injection. The Contractor shall remove any surface roughness caused by injection.

533-A.3.9 Surface Profiling
After the Contractor grinds the surface, any remaining unevenness in the surface greater than that specified in Section 533-A.3.6, “Surface Grinding”, including out-of-plane variations, fins, protrusions, bug holes, depressions, voids and roughened corners shall be filled and smoothed overusing putty made of epoxy resin mortar or polymer cement mortar with strength equal to or greater than the strength of the original concrete. The patching Material shall be cured a minimum of seven (7) Days before installing Carbon Fiber Reinforcement unless its curing and strength are verified by testing.

533-A.3.10 Surface Cleaning
The Contractor shall clean the substrate concrete and finished surface of concrete in accordance with the manufacturer’s recommendations and approval of the Project Manager. Cleaning shall remove any dust, laitance, grease, oil, curing compounds, wax, impregnations, stains, paint coatings, surface lubricants, foreign particles, weathered layers or any other bond- inhibiting debris.

533-A.3.11 Environmental Conditions for Installation
The Contractor shall examine environmental conditions before and during installation of Carbon Fiber Reinforcement to ensure conformity to the Contract and manufacturer’s recommendations. The Contractor shall not apply primers, putty, saturating resins, or adhesives on cold, frozen, damp, or wet surfaces. Ambient and concrete surface temperatures shall be within 50°- 90° F, unless specified by the manufacturer. Moisture level on all contact surfaces shall be less than 4.3% at the time of installation of Carbon Fiber Reinforcement, as evaluated according to ACI 503R-93. Moisture restrictions may be waived for resins that have been formulated for wet applications. Relative humidity at the time of Carbon Fiber Reinforcement application shall be within the range specified by the manufacturer.

The Contractor is solely responsible for fume control and shall take necessary precautions against injury to personnel or adjacent building occupants during application of tack coat and resin, etc. Contractor personnel shall use protective Equipment and area shall be well ventilated to the outside. As a minimum, the Contractor shall take the following precautions:

1. Follow all state, federal, and local safety regulations; and
2. Follow all manufacturer’s safety requirements.

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533-A.3.12 Moisture Vapor Transmission
The Contractor shall not proceed with the application of Carbon Fiber Reinforcement if any moisture vapor transmission is present. Concrete dryness is necessary, when using elevated temperature cure. The Contractor shall inject any bubble that develops from moisture vapor transmission with the same adhesive Material used for Carbon Fiber Reinforcement, in accordance with Section 533-A.3.27.3, “Correction of Improper Application”.

533-A.3.13 Application in Inclement Weather
When inclement weather does not allow installation of Carbon Fiber Reinforcement, the Contractor may employ auxiliary measures to correct the conditions. An auxiliary heat source may be used in cold weather to raise the ambient and concrete surface temperatures to Acceptable levels, as recommended by the manufacturer but no more than the glass transition temperature. Pressurized air may be used to dry the surface dampness.

533-A.3.14 Application of Wet Lay-up Carbon Fiber Reinforcement
The following specifies the necessary measures for installing wet lay-up Carbon Fiber Reinforcement using dry or pre-pregnated fiber sheets and saturants.

533-A.3.14.1 Mixing of Resin Components
The Contractor shall mix all resin components, including main agent and hardener, at proper temperature using appropriate weight ratio, for a duration specified by the manufacturer, until thorough mixing with uniform color and consistency is achieved. Resins shall not be diluted with any organic solvents such as thinner. Manual stirring and small electrically powered mixing blades are allowed. Resin shall be mixed in quantities sufficiently small enough to ensure that it can be used within its pot life. The Contractor shall not use any mixed resin that exceeds its pot life or begins to generate heat or show signs of increased viscosity, and shall properly dispose of this unusable resin. Mixing of some resins may be accompanied by noxious fumes. The Contractor shall take precautions regarding resin impact on the environment, including emission of volatile organic compounds and toxicology.

533-A.3.14.2 Primer Coat
A primer coat is generally required in Carbon Fiber Reinforcement. The Contractor shall apply one (1) or two (2) coats of primer on the concrete surface to penetrate its open pores in accordance with manufacturer’s recommendations. The primer coat may be applied with a trowel or roller.

533-A.3.14.3 Saturant
The Contractor shall first apply a coat of saturating resins uniformly applied as an undercoat to all locations on the concrete surface where the Carbon Fiber Reinforcement is to be installed. The Contractor shall dispose of any mixed saturant that exceeds its pot life.

533-A.3.14.4 Carbon Fiber Reinforcement Application
The Contractor shall saturate the fabric with epoxy matrix as per manufacturer’s recommendations. The Contractor shall apply saturated fabric to concrete surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of the fabric. The Contractor shall release any entrapped air between fabric sheets and concrete surfaces or shall roll the fabric sheets in the direction parallel to the fibers, while allowing the resin to impregnate the fibers and achieve intimate contact with the substrate.

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Rolling perpendicular to the fiber direction is not allowed. The Contractor shall apply sufficient saturant on top of the fabric sheet, as overcoat, to ensure full saturation of the fibers. The Contractor shall apply undercoat and overcoat of fabric sheets with no interruption. Once installed, the Carbon Fiber Reinforcement shall be free of kink, folds, delamination, edge curling, and waviness. The Contractor shall detail all Carbon Fiber Reinforcement edges, including butt splice, termination points, and jacket edges, with thickened epoxy.

533-A.3.15 Multiple Fiber Sheet Plies

For multi ply Carbon Fiber Reinforcement sheet installations, the Contractor shall follow Section 533-A.3.4.4, "Carbon Fiber Reinforcement application for each additional Carbon Fiber Reinforcement sheet. The amount of resin overcoat for intermediate plies is approximately 15% - 20% greater than a single-ply installation, because the saturant serves as the overcoat for the applied ply and the undercoat for the next ply. Each ply shall be applied before the onset of complete gelation of the previous layer. The number of plies that can be applied in a single Day shall be determined based on the manufacturer's recommendations and the approval of the Project Manager. Multiple plies can also be applied in several Days. When previous layers are cured, interlayer surface preparation, such as light sanding may be required.

533-A.3.16 Overlapping

The Contractor shall construct a lap joint when an interruption occurs in the direction of Carbon Fiber Reinforcement. The length of lap splices shall be at least six (6) inches. The Contractor shall stagger lap splices on multiple plies and adjacent strips.

533-A.3.17 Procedure Modification

The Contractor may modify installation procedures as approved by the manufacturer and Bridge Engineer prior to implementing the modifications.

533-A.3.18 Curing

The Contractor shall not make field modifications of resin chemistry for rapid curing. The Contractor shall monitor curing of installed plies before placing subsequent plies. In case of any curing irregularity, the Contractor shall not install subsequent plies.

The Contractor shall protect finished installation of Carbon Fiber Reinforcement from rain, sand, dust, etc. using protective sheeting or other barriers. The Contractor shall not allow protective sheeting to come in contact with the finished application.

533-A.3.19 Protective Coating and Finishing

The Contractor shall apply protective coating on the surface of Carbon Fiber Reinforcement. The coating shall be non-vapor-barrier, flexible, waterproofing, and compatible with Carbon Fiber Reinforcement. The coating may be a polymer-modified Portland cement coating or a polymer-based latex coating. The mortar finish shall be made with silica sand between sieves No. 40 (1/64 in) and No. 6 (1/8 in), spread over the Carbon Fiber Reinforcement before the resin hardens.

533-A3.20 Field Quality Control

The Contractor's field quality control procedures shall be in accordance with the following details in addition to ICC AC178, "Acceptance Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Fiber Reinforced Polymer Composite Systems." All quality control shall be by the Contractor.

533-A.3.21 Field Records

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The Contractor shall record batch numbers for Carbon Fiber Reinforcement and epoxy used each Day and note locations of installation. The Contractor shall measure square footage of Carbon Fiber Reinforcement and volume of epoxy used each Day. A complete report shall be submitted to the Project Manager upon Acceptance of the Work.

533-A.3.22 Field Inspection
The Contractor shall inspect the Carbon Fiber Reinforcement during and immediately following application of Carbon Fiber Reinforcement. The Contractor shall monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.

533-A.3.23 Inspection and Fiber Orientation
The Contractor shall examine, by visual inspection, fiber or ply orientation, fiber kinks and waviness for conformity to the Contract. The Contractor shall correct deficiencies in accordance with the manufacturer's recommendations.

533-A.3.24 Inspection for Debonding
After at least 24 hours after the initial cure of the resin, the Contractors shall examine the surface, by visual inspection, for any swelling, bubbles, voids or delamination. If an air pocket is suspected, the Contractor shall perform an acoustic tap test with a hard object to identify delaminated areas by sound, with at least one (1) strike per one (1) square foot. The Contractor shall treat defects in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.25 Inspection for Cure of Resin
The Contractor shall follow the resin manufacturer's recommendations for Acceptance criteria. If cure of resin is found unacceptable, the entire area will be marked and repaired.

533-A.3.26 Inspection for Cured Thickness
Carbon Fiber Reinforcement will not be Acceptable if the number of plies is less than that indicated on the Plans or if the cured thickness of Carbon Fiber Reinforcement is less than that indicated on the Plans by more than 1/1000 inch. The entire area of Carbon Fiber Reinforcement marked unacceptable shall be repaired in accordance with Section 533-A.3.27.3, "Correction of Improper Application".

533-A.3.27 Acceptance, Rejection and Correction of Improper Carbon Fiber Reinforcement Installation
The following criteria shall apply to the rejection of Carbon Fiber Reinforcement application.

533-A.3.27.1 Acceptance
Carbon Fiber Reinforcement will be accepted for full payment when all the requirements of these Specifications have been adhered to in addition to the following:

1. Material Properties. The Material properties shall be equal to the specified design values;
2. Location and Alignment Tolerances. The width of Carbon Fiber Reinforcement shall not vary from that which is shown on the Plans or approved alternate design by more than ¼ inch. The Carbon Fiber Reinforcement shall be installed along a straight line with a maximum out of straightness of one (1) inch in the ten (10) feet; and
3. System Installation Integrity. The Carbon Fiber Reinforcement shall be installed as indicated in the Contract and in accordance with manufacturer's recommendations.

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533-A.3.27.2 Rejection
If Carbon Fiber Reinforcement installation is not in accordance with the Contract and/or manufacturer's recommendations are not followed, the installation may be rejected.

533-A.3.27.3 Correction of Improper Application
The Contractor shall repair all defects, including bubbles, delamination, and fabric tears, spanning more than five percent (5%) of the surface area, or as specified by the Project Manager. Small entrapped air pockets and voids naturally occur in mixed resin systems, do not require repair or treatment. Defect repair procedures shall be provided by the manufacturer and be submitted to the Project Manager for review and Acceptance. The Contractor shall repair the following:

1. Epoxy injection of small defects. Small entrapped voids or surface discontinuities no larger than ¼ inch diameter shall not be considered defects, and require no corrective action, unless occurred next to edges or when there are more than five (5) such defects in an area of ten (10) ft². Small defects of size between ¼- and 1¼-inch diameter shall be repaired using low pressure epoxy injection, as long as the defect is local within and does not extend through the complete thickness of the laminate in the case of multiple Carbon Fiber Reinforcement. If any delamination growth is suspected between Carbon Fiber Reinforcement plies due to injection, the procedure shall be halted and repair shall follow the patching of minor defects procedure;
2. Patching of minor defects. Minor defects are defined as those having an individual diameter of 1¼ inch to six (6) inches and frequency of less than five (5) per any surface area of ten (10) foot length or width. The area surrounding the defects to an extent of at least one (1) inch on all sides shall be carefully removed. The area shall be wiped cleaned and thoroughly dried. The area shall then be patched by adding a Carbon Fiber Reinforcement patch of the same type of the original laminate and extending at least one (1) inch on all sides of the removed area. Replacement may also be conducted using the procedure for replacement of large defects; and
3. Replacement of large defects. Defects larger than six (6) inch in diameter shall be carefully marked and scarified out extending to a minimum of one (1) inch on all sides. Scarifying shall be progressive through the layers, in the case of multi-ply Carbon Fiber Reinforcement until past the defective area. In case the defect extends to the first Carbon Fiber Reinforcement ply adjacent to the concrete, the entire thickness of Carbon Fiber Reinforcement and primer shall be removed. The substrate shall be appropriately prepared and primer re-applied after ensuring that the surface and Carbon Fiber Reinforcement are clean and dry. Application of a new Carbon Fiber Reinforcement within the scarified area shall follow procedures for the original Carbon Fiber Reinforcement, except that an additional layer extending a minimum of six (6) inches on all sides of the scarified area shall be added as a patch. A written corrective action plan shall detail the proposed repair and shall be submitted to the Project Manager for review and Acceptance.

533-A.3.28 Clean-Up

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The Contractor is responsible for the clean-up of the Equipment and the Project site from hazardous and aesthetically undesirable Carbon Fiber Reinforcement components using appropriate methods, as recommended in the Carbon Fiber Reinforcement data sheet.

533-A.3.29 Disposal
Any component of the Carbon Fiber Reinforcement that has exceeded its shelf life or pot life, or has not been properly stored, and any unused or excess Material that is deemed waste, shall be disposed of in a manner amiable to the protection of the environment and consistent with the MSDS. All debris and refuse shall be removed from the site.

533-A.4 METHOD OF MEASUREMENT
The Department will measure Carbon Fiber Reinforcement by the square foot per layer.

533-A.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Carbon Fiber Reinforcement	Square Foot

533-A.5.1 Work Included in Payment
The following Work items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately.

1. Surface preparation;
2. Construction mockup; and
3. Grinding.

Section 533-B: Embedded Galvanic Anodes

533-B.1 DESCRIPTION
Embedded galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of the concrete patches or along the interface between new and existing concrete, the anodes mitigate the formation of new corrosion sites in the existing concrete in adjacent areas.

The Contractor shall furnish all materials, storage, handling, tools, equipment, labor, and other appurtenances necessary to complete the work.

533-B.2 MATERIALS

533-B.2.1 Embedded Galvanic Anodes
The Contractor shall furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 100 grams (3.5 oz) of electrolytic high grade zinc in compliance with ASTM B 418 Type II cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14, or encased in a material that uses activation methods to assure performance. The anodes shall have one side that is less than 1-1/2” in height.

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533-B.2.2 Repair Mortars and Concretes
The Contractor shall use repair mortars and concretes per Section 533 - Concrete Structure Repair and shall be Portland cement based material with suitable electrical conductivity less than 15,000 ohm-cm. Repair mortars must be tested and approved acceptable, by the manufacturer of the galvanic anodes or independent testing agency, for use as a low resistive conductive material meeting the requirements of <15,000 ohm-cm. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted. The repair mortars or concretes shall be submitted to the Project Manager for approval. The repair mortar and concrete material will be paid for under Section 533 - Concrete Structure Repairs.

533-B.3 CONSTRUCTION REQUIREMENTS

533-B.3.1 Galvanic Anode Installation
The Contractor shall install the galvanic anodes per the manufacturer's installation instructions. The manufacturer's installation instructions shall be the governing document. If manufacturer installation instructions do not exist, the following shall apply:

1. Install anodes along the perimeter of the repair or interface at a maximum spacing of 24 inches. The spacing may be reduced to match the spacing of the existing rebar.
2. Install anodes and repair material immediately following preparation and cleaning of steel reinforcement. Pre-wet the concrete surface and the anode units to achieve a saturated surface dry condition, and then complete the repair. Do not soak the anode units for greater than 20 minutes.
3. Provide sufficient clearance between anodes and substrate to allow repair material to encase anode.
4. Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. The tire wires shall be wrapped around the cleaned reinforcing steel and twisted tight to allow little or no free movement.
5. Electrical continuity
    a. Confirm electrical connection between anode tie wire and reinforcing steel by measuring DC resistance (ohm) or potential (mV) with a multi-meter.
    b. Electrical connection is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the DC potential is less than 1 mV.
    c. Confirm electrical continuity of the exposed reinforcing steel within the repair area. If necessary, electrical continuity shall be established with steel tie wire.
    d. Electrical continuity between test area is acceptable if the DC resistance measured with multi-meter is less than 1 ohm or the potential is less than 1 mV.
    e. The Contractor shall furnish the NMDOT with a multi-meter to independently check the electrical connection. The multi-meter is to become the property of the NMDOT.

533-B.4 METHOD OF MEASUREMENT
The Embedded Galvanic Anodes will be measured by each.

533-B.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Embedded Galvanic Anodes	Each

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533-B.5.1 Work Included in Payment
The following item will be considered as included in the payment for Embedded Galvanic Anodes and will not be measured or paid for separately:

1. Multi-meter

Section 536: Polymer Concrete Bridge Deck Overlay

Replace Subsection 536.3.5 "Usage Limitations" in its entirety.

536.3.5 Usage Limitations
The manufacturer's application requirements shall govern. If the manufacturer does not provide guidance on the following items, the following shall apply:

1) PCC shall not be less than 28 Days of age at the time of overlay.
2) The concrete shall be dry at the time of overlay application. The criteria for "dry" shall be established by:
    a. ASTM D 4263: for every 500 square feet, an 18 inch x 18 inch plastic sheet shall be taped to the deck with 2" duct tape. The test area shall be protected from direct sunlight, direct heat, and damage to the plastic. After 16 hours, the concrete shall be considered dry when no moisture appears on the bottom of the plastic.
    b. It is also acceptable to use a moisture meter in conformance with ASTM F2659.
        i. Unless otherwise directed by the manufacturer, the reading shall be 4% or less.
        ii. The meter shall be an electrical impedance moisture meter specifically developed and calibrated for the non-destructive measurement of the comparative moisture condition in concrete floor slabs.
        iii. The moisture meter shall be used and calibrated in accordance with the manufacturer's written recommendations. The moisture meter manufacturer's recommendations and the calibration data shall be provided to the Project Manager for acceptance prior to use on the project.
3) The air and deck temperature shall be a minimum of 40 °F at the time of overlay application, and for eight (8) hours after overlay application. Do not use artificial methods to raise the deck temperature.

For new Bridge decks with unventilated stay-in-place forms, in addition to the manufacturer's application requirements, the Contractor shall not install the overlay on PCC that is less than 56 Days of age.

Section 540: Steel Reinforcement

Add the following to Section 540.2: Materials:
Delete 4. and 5. from **Section 540.2.5 Corrosion-resistant and Coated Reinforcing Bars** and replace with the following:

4. Uncoated low-carbon, chromium steel bars in accordance with AASHTO M334 or ASTM A1035; or
5. Galvanized reinforcement in accordance with ASTM A767 or ASTM A1094.

Delete 3. from **Section 540.2.6 Coating and Patching Materials** and replace with the following:

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3. Zinc-rich paint with a minimum 65% zinc content in accordance with ASTM A780 for patching damaged and uncoated areas of galvanized reinforcing bars.

Delete the first paragraph and 6. from **Section 540.2.7 Accessories** and replace with the following, respectively:

The Contractor shall provide plastic-coated reinforcing tie wire for tying epoxy-coated reinforcing bars, for deformed stainless steel bars, for stainless steel clad deformed steel bars and for uncoated low-carbon, chromium, steel deformed bars. The Contractor shall provide galvanized, annealed wire tires for galvanized bars and for hot-dip galvanized reinforcing bars.

6. Galvanized sand chairs, hot-dip galvanized wire bar supports, or other non-corrosive metal supports placed directly on the ground; or

Delete **Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars** in its entirety and replace with the following:

Section 540.2.11 Hot-Dip Galvanized Reinforcing Bars
The Contractor shall choose one (1) of the options listed below when providing galvanized bars:

1. The Contractor shall provide hot-dip galvanized reinforcing bars in accordance with ASTM A767. The Contractor shall galvanize bar after cutting and bending; or
2. The Contractor shall provide continuous hot-dipped galvanized reinforcing bars (CGR) in accordance with ASTM A1094. The Contractor shall bend and cut bar after galvanizing.

Add the following to Section 540.2: Materials:

540.2.13 Headed Reinforcing Bars
Headed reinforcement shall meet the requirements of ASTM A970 “Headed Steel Bars for Concrete Reinforcement”, Annex A1, Class HA.

If headed reinforcement is not included in the Contract, the Contractor may propose the use of headed reinforcement at no additional cost to the Department.

540.2.14 Mechanical Couplers
Mechanical couplers shall meet the requirements for AASHTO M31, Grade 60, and ASTM A706, Grade 60 or ACI 318, Type 2. Mechanical coupler splice strength must be greater than or equal to 125% of the yield strength of the spliced reinforcing bars and must develop the specified tensile strength of the bars. The Contractor shall submit the coupler type (manufacturer and model number) and certified test results showing that the coupler meets these requirements.

Delete Section **540.3.1.1 Bar Lists and Bending Diagram** in its entirety and replace with the following:

540.3.1.1 Bar Lists and Bending Diagram
When the Plans do not include detailed bar lists and bending diagrams, the Contractor shall provide Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance, prior to ordering any Materials.

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When a detailed bar list and bending diagram are included on the Plans, they are included for the Contractor's information and for quantity estimation only. It is the responsibility of the Contractor to notify the Department of any errors identified in the provided bar lists and bending diagrams. Once notified, the Department will correct the identified errors as necessary and provide the Contractor with amended details. The Contractor shall provide Shop Drawings, bar bending lists, bending diagrams, and estimated reinforcement quantity to the Project Manager for Bridge Engineer review and Acceptance in advance of ordering any Materials.

The Contractor shall include the bar marks, shown on the Plans, on the bar tags and the rebar details, bar lists, and bending diagrams on the Shop Drawings. Contractor may include an alternate bar mark for fabrication purposes, but the Contractor shall also show the Plan bar marks in all locations on Shop Drawings and bar tags.

Acceptance of the Shop Drawings, bar lists, bending diagrams and estimated reinforcement quantity shall not relieve the Contractor of responsibility for correctness of the Shop Drawings, bar lists, bending diagrams, and estimated reinforcement quantity. The Contractor's detailed bar lists and bending diagrams shall meet the requirements of the current edition of the Concrete Reinforcing Steel Institute's (CRSI) publication, Manual of Standard Practice. The Contractor shall allow 30 Days for review of the submittal.

Delete **Section 540.3.1.3 Bar Bending** in its entirety and replace with the following:

Section 540.3.1.3 Bar Bending
The Department will allow cold bending around a pin. The Contractor shall not field bend, Grade 60 bars, epoxy coated bars or standard class hot-dip galvanized bars after galvanizing. For continuous hot-dip, galvanized reinforcing bars (CGR), the Contractor shall fabricate, bend and cut after galvanizing.

Unless otherwise directed, the Contractor shall ensure the bend diameter is in accordance with CRSI Manual of Standard Practice current edition.

Delete **Section 540.3.1.4: Splicing** in its entirety and replace with the following:

Section 540.3.1.4: Splicing
The Contractor shall splice bars in accordance with the Plans unless otherwise approved by the State Bridge Engineer.
The Contractor shall place and tie bars in lapped splices to maintain minimum reinforcing cover.

The Contractor shall splice spiral reinforcement by lapping. The Contractor shall ensure that laps are at least 48 bar or wire diameters, but not less than one (1) foot with 90° hooks around longitudinal bars at ends unless otherwise indicated in the Contract.

The Department will allow the use of headed reinforcing bars in accordance with Section 540.2.13, "Headed Reinforcing Bars".

The Department will allow the use of mechanical couplers in accordance with Section 540.2.14, "Mechanical Couplers".

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Unless otherwise specified, the Contractor shall ensure that welded wire fabric and bar mat reinforcement overlap is at least one (1) spacing of cross wires plus two (2) inches when measured between the outer most cross wires of each sheet.

Delete **Section 540.3.3.3: Thickness of Galvanizing** and replace with the following:

Section 540.3.3.3: Thickness of Galvanizing
For ASTM A1094, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from two (2) mils to three (3) mils thick.

For ASTM A767, the Contractor shall ensure that the galvanizing after drying with air, steam or wiping is from three (3) mils to 3.9 mils thick.

The Contractor shall determine the thickness with a magnetic thickness gage. The Contractor shall submit a Certificate of Compliance.

Add the following to **Section 540.5.1: Work Included in Payment**:

4. Headed reinforcement shall be included in the reinforcing bar pay item(s). No additional weight will be added.

Section 543: Metal Railing

Add the following to **Section 543.5.1 Work Included in Payment**:

4. Two (2) Bridge number plates for every Bridge.

Section 546: Recoating Structures

Delete the Section in its entirety and replace with the following:

546.1 DESCRIPTION
This work consists of surface preparation and recoating existing Structural Steel. Touch-up paint of surfaces coated per Sections 544, 545 and 546 is included.

The Contractor shall adhere to Section 547 “Safety and Environmental Requirements for Painting Operations”.

546.2 MATERIALS
Projects that require SSPC – SP 6 shall engage 546.2.2 Coating System 1, unless otherwise specified in the contract documents.

Projects that require SSPC – SP 3, SSPC – SP 11, and/or SSPC 16 shall engage 546.2.1 Coating System 2, unless otherwise specified in the contract documents.

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Reference 545.2:1 for additional information regarding coating systems that are allowable for specific elements.

If the Contract does not specify a color, the Contractor shall use the color Federal Standard 16307, RAL 7004, Pantone 423, or approved equal. If another color is specified in the Contract, the Contractor shall select an approved system that is available in the specified color.

All products shall be on the Approved Products List.

546.2.1 Coating System No. 1 – Polyurethane Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 below. Testing shall be in accordance with AASHTO R-31. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight. Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65%. Epoxy Intermediate Coat or Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Polyurethane Topcoat shall be a two-component aliphatic polyurethane coating with minimum solids by volume of 65%.

Table 546.2.1:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Salt Fog Resistance	ASTM B 117	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,000 Hrs. (C) Blister – Conversion #7 @ 4,000 Hrs.	
Cyclic Weathering Resistance	ASTM D 5894	P/I/T (OZ)	(A) No Delamination Allowed (B) Rust – Max creep 8mm, Avg. creep 4mm @ 5,040 Hrs. (C) Blister – Conversion #8 @ 4,032 Hrs.	
Adhesion Pull-Off Strength	ASTM D 4541	OZ Alone P/I/T (OZ)	4.1 MPa (600 psi) 4.1 MPa (600 psi)	
Freeze-Thaw Stability	ASTM D 4541	P/I/T (OZ)	2.4 MPa (350 psi) 4.1 MPa (600 psi) 2.4 MPa (350 psi) 4.1 MPa (600 psi)	Requires same average as adhesion pull-off strength results, with no tests measuring less than 60% of those results

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Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Pull-Off Strength				
Field History	NA	P/I/T (OZ)	Five (5) Bridges with Minimum two (2) year successful field history	

P = Primer; I = Intermediate coat; T = Topcoat; OZ = Epoxy Organic Zinc Rich Primer

546.2.2 Coating System No. 2 – Acrylic Topcoat

The Contractor shall select products meeting all performance requirements as listed in Table 546.2.1:1 above and 546.2.2:1 below as applicable. All products used in a system shall be from the same manufacturer. All products shall be represented on the latest version of the manufacturer's product data sheet as being suitable for use on bridges and capable of being applied at the specified dry film thickness requirements in Table 546.3.5:1.

Epoxy Organic Zinc-Rich Primer shall achieve minimum SSPC Paint 20 Level 2 requirements for amount of zinc dust in the dry film of equal to or greater than 77% by weight (Table 546.2.1:1). Epoxy Organic Zinc-Rich Primer shall not be required when surface preparation of SSPC – SP 3 and / or SSPC – SP 11 are employed.

Epoxy Intermediate Coat or Tie-Coat over existing finishes shall be a two-component epoxy, polyamide or polyanidoamine, including phenlkamine coating with minimum solids by volume of 65% (Table 546.2.1:1). Epoxy Tie-Coat shall be required unless specifically excluded by the manufacturer in the compatibility confirmation letter that shall be submitted per 546.2.3.

Acrylic Topcoat shall be a high performance DTM acrylic coating with minimum solids by volume of 38% (Table 546.2.2:1).

Table 546.2.2:1: Acceptable Product Requirements

Test	Ref. No.	Product(s)	Acceptance Criteria	Comments
Adhesion Pull-Off Strength	ASTM D 4541	High Performance Acrylic (HPA)	> 500 lbs.	One coat applied over blasted steel
Flexibility	ASTM D 522	High Performance Acrylic (HPA)	Pass: No cracking / flaking	1/8" conical mandrel One coat applied over blasted steel
Hardness (Pencil)	ASTM D 3363	High Performance Acrylic (HPA)	Final Cure: "F"	One coat applied over blasted steel
Impact	ASTM D 2794	High Performance Acrylic (HPA)	> 140 in. lbs.	One coat applied over blasted steel

The Contractor may substitute polyurethane topcoat for acrylic topcoat at their discretion pending full system submittal and approval.

546.2.3 Submittals

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In addition to the submittals require per Section 106 Control of Materials, the Contractor shall provide the following submittals to the Project Manager at least 30 Days before coating operations:

1. Product data and SDS for each product in the system
2. Surface preparation requirements
3. Application instructions
    a. Mixing and thinning directions
    b. Recommended spray nozzles and pressures
    c. Minimum / maximum drying times, including re-coat times for shop or field coatings
    d. Temperature requirements
4. Letter from the manufacturer detailing the coating system components and the compatibility of those components to adjacent materials including but not limited to:
    a. every product in the system (primer, intermediate, topcoat, etc)
    b. any pre-applied or pre-existing products (such as existing coatings)
    c. any post applied products (such as anti-graffiti coating)
    d. any modifications to the surface preparation or application instructions related to the total system performance.
5. If the color varies from the specified color, the Contractor shall submit color samples on boards at least eight (8) inches by ten (10) inches for review and approval.
6. Documentation related to Contractor Qualifications per 546.2.3.1

Prior to coating application, the Contractor shall submit a notarized manufacturer's Certificates of Compliance stating that the Materials are the same as those described in the manufacturer's product data sheets.

546.2.3.1 Contractor Qualifications

When the Contract requires painting more than 500 square feet of steel surface, the Contractor shall demonstrate qualification by one of the following two methods:

Method 1
Obtain SSPC QP 1 certification for field painting or either SSPC-QP 3 certification or the AISC Sophisticated Paint Endorsement (SPE) for shop painting. The Contractor shall perform and document QA/QC inspections daily. QA/QC inspection documents shall be electronically submitted to the Project Manager on a weekly basis.

Method 2
Provide a coating plan and provide for NACE certified inspection (Level 2 minimum). The inspection services shall include but not be limited to:

1. Surface preparation and cleanliness inspection verifying profile and appropriate surface preparation.
2. Confirm products match approved submittals and certification letters. Document batch numbers of all coatings.
3. Inspection of primer coat to include dry film thickness readings. Review contractors QA/QC reports for environmental conditions and document.
4. Observe application of stripe coat on the intermediate coat and document environmental readings during the start-up of application. Review contractors QA/QC reports.
5. Inspect intermediate coat to include dry film thickness readings. Review Contractor's QA/QC reports.
6. Observe start-up of finish coat application and document environmental conditions.
7. Final inspection to include visual inspection for runs, sags, and foreign material in coating. Also perform final dry film thickness inspection.

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8. Inspect members after transportation, prior to subsequent coating and / or final acceptance.
9. Electronically submit interim reports after each inspection to the Project Manager within 3 working days.
10. Electronically submit comprehensive final report including photos to the Project Manager within 14 Days of completion of inspection. Final report shall include QA/QC daily inspections performed by the Contractor.

Any deficiencies shall be corrected and re-inspected by the NACE inspector prior to proceeding.

Provisions for demonstration of qualifications are incidental to the performance of the coating, no additional payment shall be made. NMDOT shall be granted open access to the coating operation to perform inspections and to review documentation of Contractor inspections. The Project Manager shall have the option to waive the Contractor Qualification requirement.

546.3 CONSTRUCTION REQUIREMENTS

The Contractor shall apply coatings in conformance with SSPC – PA 1 "Shop, Field and Maintenance Painting of Steel" and with SSPC – PA Guide 13 "Guide Specification for Application of Coating Systems with Zinc-Rich Primers to Steel Bridges" (aka AASHTO/NSBA Steel Bridge Collaboration S 8.1), SSPC-TU 3 "Technical Update No. 3 Overcoating", and the manufacturer's application instructions.

546.3.1 Surface Preparation of Existing Bridges and Structures

The Contractor shall perform surface preparation in accordance with the most stringent of the following:

1. At locations where loosely adherent coatings or corrosion are NOT present: SSPC – SP 1, and
2. At locations where loosely adherent coatings are present: SSPC – SP 3, and
3. At locations where corrosion is present: SSPC – SP 11 or
4. Specific contract document requirements or
5. Specific guidance by the Project Manager or
6. Manufacturer recommendations (per the application instructions as amended by the manufacturer's letter submitted per 546.2.3 #4d if applicable)

546.3.1.1 Surface Preparation Description and Evaluation

Various SSPC surface preparation standards are cited in this section. For reference, a brief summary of each is listed below. The Contractor is responsible to perform to the current versions of all requirements of the full and complete standards available directly from SSPC, The Society for Protective Coatings.

SSPC-SP1 Solvent Cleaning
Removes all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces with solvent, vapor, cleaning compound, alkali, emulsifying agent, or steam. SSPC-SP 1 is a prerequisite to all hand tool, power tool and abrasive cleaning standards. SSPC-SP1 shall be incidental.

SSPC-SP3 Power Tool Cleaning
Removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter by power wire brushing, power sanding, power grinding, power tool chipping, and power tool descaling. Tightly adherent, intact materials may remain.

SSPC-SP6 Commercial Blast Cleaning

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When viewed without magnification shall be free of all visible oil, grease, dirt, dust, loose mill scale, rust, and coating, but will permit staining from rust, mill scale, or previously applied coatings. The surface will not necessarily be uniform in color.

SSPC-SP7 / NACE 4 Brush-Off Blast Cleaning
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife.
SSPC-SP10 / NACE 2 Near-White Blast Cleaning
When viewed without magnification shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products and other foreign matter of at least 95% of each unit area. Staining shall be limited to no more than 5 percent of each unit area, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coatings. Unit area shall be approximately 3 in. x 3 in. (9 sq. in.). SSPC-SP10 shall only be engaged when required by the manufacturer. It shall be paid under the bid item for SSPC-SP6.

SSPC-SP11 Power Tool Cleaning to Bare Metal
When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted. The surface profile shall not be less than 1 mil (25 microns).

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals

When viewed without magnification, the surface shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife. The surface shall have a minimum profile of 0.75 mil (19 microns).

Prepared surfaces shall be evaluated using the SSPC standards. The following references will be provided to the Project Manager by the Contractor for inspection and acceptance of prepared surfaces:

- If SP 10, SP 6, SP 14 or SP 7 are engaged: SSPC-VIS 1 Guide and Standard (includes reference photographs)
- If SP 2, SP 3, SP 11 are engaged: SSPC-VIS 3 Guide and Standard (includes reference photographs)
- If SP 12 is engaged: SSPC-VIS 4 Guide and Standard (includes reference photographs)

SSPC VIS Guide and Standard shall become the property of the Department. Provide current version.

546.3.1.2 SSPC-SP 1 - Solvent and Pre-Cleaning
The Contractor shall clean exposed areas in accordance with SSPC-SP 1 Solvent Cleaning.

The Project Manager may approve cleaning with high pressure water and an approved, mild detergent to supplement solvent cleaning, where more effective or suitable. This method of pre-cleaning is required on all surfaces that have been exposed to chloride contamination from the use of road salts for snow and ice control.

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546.3.1.3 SSPC-SP 3 Power-Tool Cleaning

The Contractor shall remove poorly adhering coatings and prepare the surface with power-tools in accordance with SSPC-SP 3, Power Tool Cleaning. At the Contractor's discretion, SSPC-SP 7 or SSPC _ SP 12 WJ 3 may be employed in lieu of SSPC-SP 3.

546.3.1.4 SSPC-SP 6 – Commercial Blast Cleaning

The requirement for commercial blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations.

546.3.1.5 SSPC-SP 7 – Brush-Off Wet Blast Cleaning

The requirement for brush-off wet blast cleaning shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of wet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.6 SSPC-SP 10 – Near-White Blast Cleaning

The requirement for near-white blast cleaning shall be established by the manufacturer's recommendations. SSPC-SP 10 shall be paid under the same bid item as SSPC-SP 6.

546.3.1.7 SSPC-SP 11 – Power-Tool Cleaning to Bare Metal

The Contractor shall clean areas that show moderate to severe corrosion in accordance with SSPC-SP 11, Power-Tool Cleaning to Bare Metal. Areas too large to be prepared using power tools may be cleaned per SSPC SP-6 Commercial Blast Cleaning at the Contractor's discretion.

The Project Manager will mark additional areas for cleaning in accordance with SSPC-SP 11. The Contractor shall clean at least two (2) inches beyond the damaged areas in all directions. The Contractor shall feather the exposed edges of the cleaned areas in accordance with SSPC-SP 11. The Contractor shall not leave ragged edges of intact paint. During and after power-tool cleaning, the Contractor shall maintain the degree of cleaning specified in accordance with SSPC-SP 11.

The Department will accept these surfaces by visually comparing them to a prepared standard on the Project. The Contractor shall prepare a Project standard by power-tool cleaning an area designated for recoating. Before cleaning, the Contractor shall ensure that the prepared standard is in accordance with SSPC-Vis 3, Visual Standard for Power and Hand-Tool Cleaned Steel, Pictorial Standard E SP 11, F SP 11, and G SP 11, and obtain Department approval. The Contractor shall prepare at least one (1) standard for each Structure. More than one (1) standard may be necessary if the cleaned steel differs significantly from the photographic standards. For recoating Bridges, the Contractor shall make the standard at least one (1) ft. × one (1) ft. For recoating Bridge railing or minor Structures, the standard may be smaller. The Contractor shall protect the Project standard from corrosion and contamination by applying a clear polyurethane coat. Upon completing the cleaning work, the Contractor shall re-clean and coat the standard. If the standard becomes deteriorated or ineffective, the Contractor shall re-establish it at no additional cost to the Department.

The SSPC VIS 1 "Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning" shall be used in this same manner to prepare a standard for surfaces that are blast cleaned per SSPC SP-7 and SP-10.

SSPC-SP 12 WJ-3 may be employed in lieu of SSPC-SP 3. At the Contractor's discretion, SSPC-SP 7 or

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546.3.1.8 SSPC-SP 12 WJ-3 – Thorough Waterjetting

The requirement for thorough waterjetting shall be established by the more stringent of contract documents or the manufacturer's recommendations. Acceptability of waterjet cleaning shall be determined by the Project Manager as confirmed against project environmental constraints.

546.3.1.9 SSPC SP-16 – Galvanized Surfaces

Previously galvanized surfaces shall be prepared by the Contractor in accordance with SSPC-SP16 – Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel. Brush-off blast cleaning includes SSPC-SP1 solvent cleaning or other method approved by the project manager to remove oil, grease, or other contaminants. The SSPC-SP1 is followed by a dry abrasive blasting using compressed air, blast nozzles, and abrasives. To avoid formation of zinc oxides that will result in potential coating failure, blast cleaning must occur when the surface temperature is a minimum of 5 degrees above the dew point and the surface cannot be permitted to get damp after cleaning. The Contractor shall apply coating as soon as possible after surface cleaning.

The Contractor shall apply intermediate and top coat products in accordance with manufacturer's application instructions and this specification.

546.3.1.10 Preparing Glossy Surfaces

All previously coated glossy surfaces shall be lightly abraded / deglossed prior to re-coating.

546.3.1.11 Testing for Chloride Contamination

Prepared surfaces with exposed metal will be tested by the Contractor for chloride contamination. All test areas will be recorded for retesting purposes. A minimum of five (5) tests per 1,000 s.f. or fraction thereof shall be conducted prior to surface preparation. If results greater than 7micrograms per cubic centimeter are detected, the surface shall be re-cleaned as specified and re-tested at the same frequency. If acceptable results are achieved, surface preparation may begin.

546.3.1.12 Abrasives Used in Blast Cleaning Operations

When blast cleaning options are employed in lieu of SSPC SP – 3 and SP – 11 standards (ie SP-7 and SP-6), the Contractor shall select the type of abrasive. All abrasives brought to the site shall be stored in a clean and dry environment. Abrasives shall not be recycled or re-used without NMDOT approval.

546.3.1.13 Limited Access Areas

A best effort with the specified methods of cleaning shall be performed in limited access areas. These methods may need to be supplemented with other equipment such as angle nozzles, to properly clean the limited access areas. The acceptability of the best effort cleaning in these areas is at the sole discretion of the Project Manager.

When replacing a concrete Bridge deck, the Contractor shall not clean or coat the top surfaces of top flanges of beams and girders and shear connectors.

546.3.1.14 Chemical Paint Removal

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Chemical removal products and methods may be approved by the Department.

546.3.2 Coating

546.3.2.1 Mixing the Coatings

The Contractor shall mix the coatings with a power mixer in accordance with the coating manufacturer's directions until the Material is smooth and lump-free. The Contractor shall not use paint shakers.

The Contractor shall mix the Material as far as possible in its original container and continue mixing until the metallic powder or pigment is in suspension.

The Contractor shall thoroughly disperse the coating solids that may have settled to the bottom of the container. The Contractor shall strain coatings through a 30 – 60 mesh screen, or per coating manufacturer's recommendations.

The Contractor shall continuously agitate mixed coatings until application.

546.3.2.2 Thinning the Coating

The Contractor shall not thin the coatings without the approval of the Project Manager. If it is necessary to thin the coatings, the Contractor shall thin the Material in accordance with the manufacturer's recommendations.

546.3.2.3 Coating Application

The Contractor shall apply the coating system with a brush, roller, or by spraying (preferred). The Contractor shall use nozzles and pressures in accordance with the manufacturer's recommendations.

A stripe coat shall be applied to all edges, corners, seams, crevices, interior angles, junctions of joining members, rivets, bolt heads, nuts and threads, welds and similar irregularities. The stripe coats shall be of sufficient thickness to completely hide the surface being covered and shall be followed, as soon as practicable, by a full application of the appropriate coating to its specified thickness.

546.3.2.4 Temperature and Weather Limitations

546.3.2.4.1 Temperature

The Contractor shall apply the coating when the air and surface temperatures are above 50 °F and at least five (5) °F above the dew point.

The Contractor shall not apply coatings on metal surfaces with condensation or frost.

546.3.2.4.2 Humidity

The Contractor shall not apply the coatings when the relative humidity is above 85 %.

546.3.3 Priming

The Contractor shall prime coat all steel surfaces prepared in accordance with SSPC SP-11. The Contractor shall apply primer the same day as cleaning, unless otherwise authorized by the Project Manager. The

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Contractor shall re-clean surfaces that develop rust or are contaminated with deleterious material before coating, at no additional cost to the Department.

546.3.4 Intermediate and Topcoat

The Contractor shall ensure the primer is cured and dry before applying subsequent coats.

The Contractor shall not allow the manufacturer's recommended maximum time to lapse between coats.

546.3.5 Thickness of Coatings

The Department will reject the coating if the DFT (dry film thickness) gauge shows less than the specified minimum thickness for any coating. The Contractor shall provide coating thicknesses in accordance with Table 546.3.5:1, "Required Film Thicknesses."

Table 546.3.5:1: Required Film Thicknesses

Coating	Dry Film Thickness Range (mils)
Coating System No. 1 – Polyurethane Topcoat Overcoat / Repair System (As required For Surfaces Coated Per Section 544 New Structural Steel and Certain Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Intermediate (Epoxy)	5.0 – 8.0 mils
Topcoat (Polyurethane)	3.0 – 5.0 mils
Coating System No. 2 – Acrylic Topcoat Overcoat / Repair System (As required For Designated Items Per Section 545 Miscellaneous Steel)	
Primer (Epoxy Organic Zinc)	3.0 – 5.0 mils
Topcoat (Acrylic)	2.0 – 4.0 mils

The Contractor shall determine the dry film thickness using magnetic film thickness gauges, per latest version of SSPC PA-2 Procedure for Determining Conformance to Dry Coating Thickness Requirements. The Contractor shall calibrate the gauges on blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. All dry film thickness requirements are to be measures above the peaks of the blast profile.

546.3.6 Field Repair of Liquid Coatings

Field repair shall be accomplished with the same coating system used for the original application with the exception that organic zinc rich primer may always be used.

The Contractor shall field repair coated areas that are rusted or damaged. The Contractor shall prepare the surface in accordance with 546.3.1 "Surface Preparation of Existing Bridges and Structures" or with methods approved by the Project Manager.

The Contractor shall prime large areas using spray Equipment, brush, or roller. The Contractor shall prime small areas with a brush. The Contractor shall spray or brush the topcoat. Two (2) or more coats may be

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necessary to build up the required film thickness. The Contractor shall apply topcoat only to areas where the topcoat is damaged.

546.3.7 Protection of the Work and Public

During the coating operations, the Contractor shall protect the work and the public from blast cleaning operations, paint splatter, splashes and smirches with protective covering or other methods approved by the Project Manager.

When the protective devices or procedures are ineffective, the Project Manager may suspend the work until corrections take place.

The Contractor shall remove blasting and coating debris from all on-site work before reopening the area to traffic.

546.3.8 Inspection

The Contractor will be responsible for performing and documenting Quality Control (QC) inspections of all shop / field surface preparation and coating activities. When the contract requires painting more than 500 square feet of steel surface, the Contractor shall reference Section 544.2.2.3 Contractor Qualifications. When the contract required painting less than 500 square feet of steel surface, the Contractor shall document all QC inspection activities, measurements and observations on the Daily Inspection report. These reports shall be submitted to the Project Manager at a minimum on a weekly basis and shall account for all work performed.

The Contractor shall notify the Project Manager at least ten (10) Days before surface preparation and/or coating to allow adequate time to plan inspection activities.

After completing erection, the Project Manager will inspect the surfaces to be embedded in concrete. The Contractor shall repair damaged or rusted surfaces before placing decks. After placing the deck and at an agreed upon time, the Project Manager will inspect the entire steel Structure for coating system damage. The Project Manager will mark damaged areas for repair and will re-inspect after repairs are complete.

546.4 METHOD OF MEASUREMENT

The Project Manager will measure cleaned areas in accordance with SSPC-SP 11 and SSPC-SP 3 before the application of the prime coat.

546.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Recoating Structures	Lump Sum
SP 3 Power Tool Cleaning	Square Foot
SP 6 Commercial Blast Cleaning	Lump Sum
SP 11 Power Tool Cleaning	Square Foot

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SP 16 Brush-Off Blast Cleaning of Galvanized Steel Lump Sum

546.5.1 Work Included in Payment

The following items will be considered as included in the payment for Recoating Structures and will not be measured and paid for separately:

1. Cleaning all exposed areas of existing steel members in accordance with SSPC-SP 1;
2. When SSPC-SP 6 is performed at the Contractor's discretion in lieu of SSPC-SP 11, SSPC-SP 11 shall be used as the pay item;
3. When SSPC-SP 7 is performed at the Contractor's discretion in lieu of SSPC-SP 3, SSPC-SP 3 shall be used as the pay item;
4. SSPC-SP 11 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price.
5. SSPC-SP 3 power-tool cleaning and priming of those areas designated in the Contract to be so included in the Lump sum price;
6. When SSPC-SP 10 Near-White Blast Cleaning is performed due to manufacturer requirements, SSPC-SP 6 shall be used as the pay item.
7. Furnishing and applying the appropriate coating system to all exposed steel surfaces of the structure;
8. Any field touch-up required to correct shipping or installation damage.
9. Final cleanup of the structure and the immediate area; and
10. Re-caulking the perimeters of all railing post base plates per Section 543.

Section 560: Elastomeric Bearing Pads

Delete **Section 560.5 Basis of Payment** and replace with the following:

Section 560.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Elastomeric Bearing Pads	Each

Section 562: Bridge Joint Strip Seals

Delete **Section 562.1: DESCRIPTION** in its entirety and replace with the following:

Section 562.1: DESCRIPTION

This Work consists of providing, assembling, and installing Bridge joint strip seal assemblies and in accordance with the Standard Drawings for Bridge Joint Strip Seals.

In addition, this Work consists of replacing and installing Bridge joint elastomer on existing Bridge joints in accordance with the Standard Drawings for Bridge Joint Strip Seals.

Add the following to **Section 562.4: METHOD OF MEASUREMENT**

Bridge Joint Elastomer will be measured by the linear foot.

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Add the following Pay Item to Section **562.5: BASIS OF PAYMENT**

Pay Item	**Pay Unit**
Bridge Joint Elastomer	Linear Foot

Add the following to Section **562.5.1: Work Included in Payment**

8. Bridge Joint Elastomer.

Section 601: Removal of Structures and Obstructions

Add the following to Section **601.3.2 Removal of Bridges, Culverts and Other Drainage Structures**:

601.3.2.1 Partial Removal of Bridge Elements
If partial removal is specified, the partial removal shall be in accordance with Section 533.3, Construction Requirements.

Add the following to **Section 601.5.1: Work Included in Payment**

4. Means and methods associated with partial removal of Bridge elements.

Section 602: Slope and Erosion Protection Structures

602.2.1 Classifications
Delete **Table 602.2.1:1** and replace with the following:

Table 602.2.1:1: Riprap Classifications and Gabion Requirements

Class	Description	Stone Volume (cubic feet)		Minimum Dimensions[a] (inches)	Nominal D50 (feet)	Minimum Blanket Thickness (feet)
		Minimum	Maximum			
A	Wire enclosed riprap	1/6	2/3	4	0.75	--
A	Non-enclosed riprap	1/6	2/3	4	0.75	1.25
B[b]	Non-enclosed riprap	1	2	6	1.25	2.0
C[b]	Non-enclosed riprap	2	4	9	1.5	2.25
D	Derrick stone	See Table 602.2.1:2				3.0
E	Grouted riprap	1/3	1	3	1.0	1.5
F	Grouted riprap	1	2	6	1.25	2.0
G	Rock plating	--	--	4-8[c]	--	1.0
N/A	Wrapped rockfacing	--	--	1	--	--
N/A	Gabions	--	--	4-8[c]	--	--

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[a] Minimum size in the least dimension.

[b] Class B and C stone – at least two (2) Fractured Faces.

[c] 70% to 80% of the stone: at least four (4) inches but not more than eight (8) inches in the smallest dimension; 30% to 20% of the stone: no larger than four (4) inches in any dimension.

Add the following to **Section 602.5 Basis of Payment**:

Pay Item	**Pay Unit**
Riprap Class A (Non-Enclosed)	Cubic Yard

Section 606: Metal Barrier, Cable Barrier and Concrete Wall Barrier

Delete 9. from **Section 606.5.1: Work Included in Payment** and replace with the following:

9. Hot/Warm Mix Asphalt Material, placement and compaction;

Section 618: Traffic Control Management

Delete 10. from **Section 618.2.2: Duties.**

Section 621: Mobilization

Delete **Section 621.5.1: Work Included in Payment** in its entirety and replace with the following:

Section 621.5.1: Work Included in Payment
The Department will pay the Contractor partial payments using the following procedure:

1. When one percent (1%) or more of the Total Original Contract Amount less Mobilization is earned, up to 25 percent (25%) of the amount Bid for Mobilization or three percent (3%) of the Total Original Contract Amount, whichever is less, will be paid;
2. When five percent (5%) or more of the Total Original Contract Amount less Mobilization is earned, up to 50 percent (50%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
3. When 10 percent (10%) or more of the Total Original Contract Amount less Mobilization is earned, up to 75 percent (75%), less previous amounts paid, of the amount Bid for Mobilization will be paid;
4. When 25 percent (25%) or more of the Total Original Contract Amount less Mobilization is earned, up to 90 percent (90%), less previous amounts paid, of the amount Bid for Mobilization will be paid; and
5. When 50 percent (50%) or more of the Total Original Contract Amount less Mobilization is earned, up to 100 percent (100%), less previous amounts paid, of the amount Bid for Mobilization will be paid.

The total sum of all Mobilization payments shall not exceed the Total Original Contract Amount Bid for the item.

The Department will not make additional payments for de-mobilization and re-mobilization due to shutdowns, whole or partial suspensions of the Work or for other Mobilization activities required for satisfactory completion of the Contract.

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Section 701: Traffic Signs and Sign Structures

Delete the first paragraph of **Section 701.2.4.6: Inspection** and replace with the following:

Prior to fabrication, the Contractor shall provide the Project Manager all signing information, including text, for review and approval. The Department will inspect Material and finished signs before and after installation at the Project site.

Add the following to **Section 701.3.5 Removing and Resetting Traffic Signs**:

701.3.5.2 Removing and Resetting Overhead Sign Structures
The Contractor shall remove existing overhead sign structures, I-beam posts and footings. The Contractor shall stockpile removed overhead sign structures and I-beam posts at locations specified in the Contract. The Contractor shall reset removed overhead sign structures on new I-beam posts with new hardware and drilled shaft foundations. The Contractor shall design new hardware for existing conditions in accordance with the manufacturer's recommendations and as specified in the Contract. The Contractor shall dispose of footing Material in an environmentally acceptable manner.

The Contractor shall backfill holes left by the removal of overhead sign structure foundations and compact in accordance with Section 203, "Excavation, Borrow and Embankment".

Polyurethane Material shall be injected into the soils beneath the roadway structure through drilled holes at locations and depths as directed by the Project Manager.

Add the following Pay Item to **Section 701.5 BASIS OF PAYMENT**

Pay Item	**Pay Unit**
Remove and Reset Overhead Sign Structure	Each

Add the following to **Section 701.5.1 Work Included in Payment**

8. Polyurethane Material as displayed by the certified flow meters and dynamic cone penetration (DCP) testing.

Section 702-C: Traffic Control Devices for Construction and Traffic Control Devices for Pedestrians and Bicyclists

702-C.1 DESCRIPTION
This Work shall consist of implementing the necessary traffic control during construction in conformance with the Contract and the Manual of Uniform Traffic Control Devices. The Contractor shall submit all proposed traffic control changes to the Contract traffic control Plan detailed in the Plans to the Project Manager, for review and approval by the District Traffic Engineer/or Local Government Agency Engineer or designee, prior to beginning construction operations.

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The Contractor shall furnish all Materials, tools, labor, Equipment and all other appurtenances necessary to complete the Work. The Materials shall include, all interim and temporary signing, and traffic control devices as necessary to complete the traffic control detailed in the Plans or modifications to the Plan details as approved by the District Traffic Engineer including all setups and resetting of devices.

The Contractor shall submit a summary of all necessary traffic control devices for this Project in the format indicated in Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" to the Project Manager at least two (2) weeks prior to the Pre-Construction Conference. A minimum of five (5) copies shall be provided to the Project Manager. The summary shall be complete with Section 702 referenced, device descriptions, units of measure, quantities required, unit costs, and total costs for each type of device. The itemized costs for each device shall include all associated Work and Materials defined in Standard Specifications Section 702, "Construction Traffic Control Devices", including all revisions. The Contractor will not be allowed to initiate any Work on the Project until Table 702-C.1:1 "Traffic Control Devices for Construction" and/or Table 702-C.1:2 "Traffic Control Devices for Pedestrians and Bicyclists" has been provided to the Project Manager.

Table 702-C.1:1
Traffic Control Devices for Construction

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Steel Posts And Base Posts for Construction Signing	Lin. Ft.			
Multi-Directional Slip Base Posts for Construction Signing	Each			
Portable Sign Support	Each			
Barricade, Type I	Each			
Barricade, Type II	Each			
Barricade, Type III-6 Ft.	Each			
Barricade, Type III-8 Ft.	Each			
Vertical Panel, Type Single	Each			
Vertical Panel, Type Back to Back	Each			
Construction Traffic Marker	Each			
Channelization Devices Type Drum	Each			
Traffic Cones	Each			
Sequential Arrow Display	Each			
Temporary Portable Rumble Strips	Lin. Ft.			
Total For Item 702810 Traffic Control Devices for Construction (Lump Sum)			$	

Table 702-C.1:2
Traffic Control Devices for Pedestrians and Bicyclists

Device Description	Unit of Measure	Qty.	Unit Cost	Total Cost
Section 702 - Construction Traffic Control Devices				
Construction Signing	Sq. Ft.			
Portable Sign Support	Each			

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Vertical Panel, Type Single	Each			
Temporary Pedestrian Channelization Devices	Lin. Ft.			
Temporary Detectable Warning Surface	Each			
Temporary ADA Ramp	Each			
Temporary ADA Platform	Each			
Temporary Pedestrian Barricade	Each			
Total For Item 702811 Traffic Control Devices For Pedestrians And Bicyclists (Lump Sum)			$	

702-C.2 MATERIALS

702-C.3 CONSTRUCTION REQUIREMENTS
All construction shall be effected by the Contractor in accordance with the applicable Plan details and Specifications shown in the Contract or modifications to the Plan details as approved by the District Traffic Engineer.

All Materials and devices shall be maintained and replaced if necessary for the duration of the Project in conformance with these Specifications.

Traffic control shall be maintained in conformance with Standard Specifications Section 618, “Traffic Control Management” for the duration of the Project.

702-C.4 METHOD OF MEASUREMENT
Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist will be measured as a lump sum based on the summary provided at the Pre-Construction Conference..

702-C.5 BASIS OF PAYMENT

Pay Item	**Pay Unit**
Traffic Control Devices for Construction	Lump Sum
Traffic Control Devices for Pedestrian and Bicyclist	Lump Sum

Traffic Control Devices for Construction and Traffic Control Devices for Pedestrian and Bicyclist shall not be considered as eligible for a cost savings suggestion.

702-C.5.1 Work Included in Payment
The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Setting and resetting of devices; and
2. Flaggers.

Section 704: Pavement Markings

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Delete the first paragraph of **Section 704.3.5: Rates and Tolerances for Painted Markings** and replace with the following:

The Contractor shall apply paint at a rate of 22 to 25 wet mills, (25.15 gal per mile of paint for a solid four (4) inch line and 6.31 gal per mile for a broken four (4) inch line) for permanent markings. The Contractor shall apply other permanent striping widths at appropriate multiples of these gal per mile rates, achieving 22 to 25 wet mills for solid and broken stripes.

Add the following to **Section 704.3.6: Dimension Tolerances**

The Contractor shall contrast striping and symbols on concrete pavement with a black outline a minimum of two (2) inches in all directions.

Section 704-A: Temporary Marking Tape

Delete **Section 704-A.4 METHOD OF MEASUREMENT** and replace with the following:

Section 704-A.4 METHOD OF MEASUREMENT
The Department will measure temporary Removable and Non-Removable Marking Tape by four (4) inch, six (6) inch, eight (8) inch, 12 inch, and 24 inch widths using inch widths to calculate a total length. Temporary words or symbols will be paid by each.

Delete **Section 704-A.5: BASIS OF PAYMENT** in its entirety and replace with the following:

Section 704-A.5: BASIS OF PAYMENT

Pay Item	**Pay Unit**
Removable Marking Tape _____inch	Linear Foot
Temporary Word or Symbol	Each

Section 704-A.5.1 Work Included in Payment
The following Work and items will be considered as included in the payment for the main items and will not be measured or paid for separately:

1. Repair or replacement of damaged striping due to Contractor's negligence or operations;
2. Furnishing, mixing, and applying adhesive or primers;
3. Standard surface preparation;
4. Mobile traffic control operations for traffic marking operations;
5. Removal of Removable Marking Tape and/or Temporary Word(s) or Symbol (s);
6. Repair or replacement of damaged Removable Marking Tape and Temporary Word(s) or Symbols(s).

Section 705: General Requirement for Traffic Signal and Lighting Systems

Delete Subsection **705.5 BASIS OF PAYMENT** and replace with the following

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705.5 BASIS OF PAYMENT
Signal/Lighting System Start-up Costs will be paid for the actual cost incurred, not to exceed the fixed amount entered by the Department into the Bid Schedule.

Provide the Project Manager with a detailed cost breakdown, including receipts and invoices of actual costs incurred.

For the purpose of bidding, the Department will enter into the Bid Schedule a fixed amount for Signal/Lighting System Start-up Costs.

Pay Item	**Pay Unit**
Signal/Lighting System Start-up Costs	Allowance

APPENDIX "B"
Additional requirements for:

Items 009-011	**Diamond Grinding of PCCP – District 1**
Items 012-014	**Diamond Grooving of PCCP – District 1**
Items 094-096	**Diamond Grinding of PCCP – District 2**
Items 097-099	**Diamond Grooving of PCCP – District 2**
Items 179-181	**Diamond Grinding of PCCP – District 3**
Items 182-184	**Diamond Grooving of PCCP – District 3**
Items 264-266	**Diamond Grinding of PCCP – District 4**
Items 267-269	**Diamond Grooving of PCCP – District 4**
Items 349-351	**Diamond Grinding of PCCP – District 5**
Items 352-354	**Diamond Grooving of PCCP – District 5**
Items 434-436	**Diamond Grinding of PCCP – District 6**
Items 437-439	**Diamond Grooving of PCCP – District 6**

Diamond-Grinding and Diamond Grooving of Portland Cement Concrete Pavement- This work consists of diamond grinding and/or diamond grooving Portland cement concrete pavement and includes the removal and residue resulting from the work as described in Section 455 "Diamond-Grinding and Diamond-Grooving of Portland Cement Concrete Pavement (PCCP)" and Section 512.3.10 "Final Operations" of the NMDOT Standard Specifications for Highway and Bridge Construction, current edition.

- Field surveying and profile grade determination - The Contractor shall perform a detailed survey of the bridge deck, approach slabs and beyond as necessary to determine the existing profile of the bridge and approaches. The Contractor shall use this data to develop a proposed revised profile grade as a guide to the proposed grinding or grooving. Prior to beginning grade adjustments, the Contractor shall submit to the authorized ordering Engineer for approval, a detail drawing of the area to be grinded or grooved to the final proposed grades. At the completion of work at a location, the Contractor shall conduct another survey of the area showing the corrected profile grades.

- The Project Manager may direct the Contractor to perform Diamond-Grinding of the asphalt pavement within 100 feet on each side of the bridge. This will be paid for as Diamond-Grinding of Portland Cement Concrete Pavement.

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The Contractor may refuse to treat a bridge deck or grind-groove a bridge deck, provided a survey of the deck surface indicates the bridge deck condition is not suitable for the application of the PCBDO or for the suitability of diamond grinding or diamond grooving of Portland cement concrete pavement.

The Contractor is responsible for verifying the suitability of the bridge deck and adjoining approach and transition slabs prior to mobilization. The Contractor shall provide a written notice to the parties executing the work of any bridge decks or areas unsuitable for treatment or for grinding or grooving.

APPENDIX "C"
Additional requirements for:

Items 022-025	**Epoxy Polymer Concrete Deck Overlay – District 1**
Items 026-029	**Epoxy Urethane Polymer Concrete Deck Overlay – District 1**
Items 107-110	**Epoxy Polymer Concrete Deck Overlay – District 2**
Items 111-114	**Epoxy Urethane Polymer Concrete Deck Overlay – District 2**
Items 192-195	**Epoxy Polymer Concrete Deck Overlay – District 3**
Items 196-199	**Epoxy Urethane Polymer Concrete Deck Overlay – District 3**
Items 277-280	**Epoxy Polymer Concrete Deck Overlay – District 4**
Items 281-284	**Epoxy Urethane Polymer Concrete Deck Overlay – District 4**
Items 362-365	**Epoxy Polymer Concrete Deck Overlay – District 5**
Items 366-369	**Epoxy Urethane Polymer Concrete Deck Overlay – District 5**
Items 447-450	**Epoxy Polymer Concrete Deck Overlay – District 6**
Items 451-454	**Epoxy Urethane Polymer Concrete Deck Overlay – District 6**

The Contractor shall:

1. Prepare the concrete to produce a surface relief equal to the International Concrete Repair Institute (ICRI) Surface Preparation CSP 5-7, or ASTM E 965 pavement macrotexture depth of from 0.04 in to 0.08 in. Provide concrete surface profile chips to the Project Manager for inspection and acceptance of prepared surface. ICRI concrete surface profile chips will become the property of the Department.

2. Section 536 materials shall be applied on all deck, approach slab and/or transition slab areas using mechanical metering, mixing and distribution machinery as recommended by the manufacturer of the overlay system. Hand mixing is not allowed. Components A and B shall be applied within the temperature range recommended by the manufacturer. No vehicle and/or equipment shall be allowed on the overlay during the curing period. Broadcasting on concrete shall be performed in accordance with the manufacturer's directions and the method approved by the Project Manager.

3. For work orders consisting of both deck sealing work (Section 535) and overlay work (Section 536), all materials must be from the same manufacturer and compatible as per the manufacturer's recommendations and selected from the Department's Approved Product List.

4. At least 7 calendar days prior to applying the Polymer Bridge Deck Overlay to the overall concrete surface, a proof test must be performed by the Contractor and witnessed by the Project Manager. Apply and test the proposed overlay material in accordance with Appendix "C" at the end of this document. Upon completion of the curing period, perform the designated pull-off test. Failure must be a Type 1 failure as described in Appendix "C" Section e.6.b. If the failure type is any other type, repeat this test in another representative

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area. If the second test results in anything other than a Type 1 failure, the proposed material shall not be used on this project.

Appendix "D"
Additional requirements for:

Item 030 Testing Polymer Overlay for Surface Preparation and Adhesion – District 1
Item 115 Testing Polymer Overlay for Surface Preparation and Adhesion – District 2
Item 200 Testing Polymer Overlay for Surface Preparation and Adhesion – District 3
Item 285 Testing Polymer Overlay for Surface Preparation and Adhesion – District 4
Item 370 Testing Polymer Overlay for Surface Preparation and Adhesion – District 5
Item 455 Testing Polymer Overlay for Surface Preparation and Adhesion – District 6

Test Method for Testing Polymer Overlays for Surface Preparation and Adhesion

a. Scope

This method covers the test procedure used to measure the tensile rupture strength between hydraulic cement concrete and polymer concrete overlays. This test procedure may involve hazardous materials, operations, and equipment. Follow all manufacturer suggested safety precautions when performing the test. This test is similar to ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. NOTE: "Polymer Overlay" represents the complete system; polymer adhesive and aggregate bonded to the concrete bridge deck.

b. References

b.1 ACI Manual of Concrete Practice 503R, Appendix A

c. Apparatus

c.1 A dynamometer with a minimum capacity of 2,000 lb/f.

c.2 A mechanical testing device for pulling a bonded pipe cap in tension as shown in ACI 503R, Appendix A, of the ACI Manual of Concrete Practice. See Figure 1 below.

c.3 Core drill with a 2 inch inside diameter diamond tipped core barrel.

c.4 A standard 1½ inch diameter pipe cap, where the bottom surface has been machined smooth, flat, and shoulder cut to provide a 2 inch diameter bonding surface. The surface of the pipe cap should be textured to provide good adhesion to the adhesive. This may be achieved by sandblasting, scoring or any method that produces a roughened bonding surface.

c.5 A rapid curing adhesive with strength and viscosity properties suitable for bonding the pipe caps to the overlay. A high viscosity, rapid setting epoxy with a pot life of 3 to 25 minutes is recommended.

c.6 Ruler or measuring device,

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c.7 Small propane torch (optional).

c.8 Surface and internal thermometers.

Note a: Test equipment for this procedure is available in other forms and may be used with the approval of the Project Manager.

d. Preparation of Test Patches

d.1 Select 1½ foot x 3 foot areas of the bridge deck for the polymer concrete test patches. The test patches should cover typical surface conditions found on the bridge deck. Place the test patches in the wheel paths, in the area between wheel paths and in other areas that represent the worst surface condition.

d.2 Clean test patch areas by the same method to be used to prepare the entire deck. Remove all loose disintegrated concrete, dirt, paint, oil, asphalt, laitance carbonation and curing materials from patches and other foreign material from the surface of the deck that can interfere with the curing or adhesion of the overlay. Cleaning is usually indicated by a significant change in the color of the concrete and exposing coarse aggregate particles.

d.3 Tape off an area 1½ foot x 3 foot using duct tape. Measure and record the temperatures of the air, deck surface, polymer components and aggregate.

d.4 Mix the polymer components as prescribed by the manufacturer using the same equipment, timing, and sequence of operation as will be used when placing the overlay on the full deck surface.

d.5 Collect a 2 ounce sample of the mixed polymer and measure and record the polymer gel time. The gel time is the time interval between the initial mixing of the polymer and the formation of a gelatinous mass in the center of the sample.

d.6 Accurately prepare sufficient quantities of the polymer mixture for each test patch. Place the polymer on each 0.5 square yard prepared test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

d.7 Allow the polymer to cure as required to allow sweeping or vacuuming without damaging the surface (curing time varies according to temperature). Curing of the first course can be checked by placing thumb on the aggregate and applying pressure. If the aggregate moves, curing has not been sufficient. See TABLE 1 for typical minimum cure times.

d.8 Remove excess aggregate.

d.9 Accurately measure sufficient quantities of the polymer mixture for each test patch. Place the polymer on the first course of each 0.5 square yard test area. Spread the polymer with a notched squeegee in the same manner as on the full deck surface. Apply the polymer uniformly without puddling. Apply the dry overlay aggregate on each test patch at the same rate as specified in Contract Documents.

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d.10 Allow the polymer to cure as required to prevent damage from traffic. See TABLE 1 for typical minimum cure times.

d.11 Remove excess aggregate.

Table 1: Typical Polymer Concrete Overlay Cure Times

Course	Average Temperature of Overlay Components, °F						
	55-59	60-64	65-69	70-74	75-79	80-85	85+
	Minimum Cure Time, hrs.						
1	5	4	3	2.5	2	1.5	1
2	8	6.5	5	4	3	3	3

e. Procedure

e.1 Using a diamond tipped core barrel, drill through the polymer overlay and into the concrete surface to a depth of ½ inch. The dimensions of the core barrel must be such that the resulting concrete core is 2 inches in diameter. Do not use water for the coring operation.

e.2 Vacuum or blow the dust from around the core. Bond a 1½ inch pipe cap that has been machined to have a flat bottom surface of 2 inches in diameter, to the cored overlay disk. The adhesive used to bond the pipe cap to the overlay should be a rapid curing adhesive with a minimum working life of 3 minutes. Apply a small amount of adhesive to both the pipe cap surface and the cored disk. Do not allow any adhesive to flow over the edge of the cored disk or down into the cored area. If this occurs, do not record the test result, core an alternate area and perform another test. To decrease the curing time of the epoxy adhesives, heat may be applied to pipe cap by means of a small propane torch. Do not heat the cored disk directly!! Monitor the temperature of the pipe cap. Do not allow the cap temperature to exceed 120°F.

e.3 It is of the utmost importance that the tensile rupture equipment and dynamometer be aligned with the extended axis of the pipe cap to give accurate test results. To ensure the alignment of the apparatus alignment the use of a template is advised.

e.4 Screw the lower threaded hook into the cap. Place the testing apparatus over the pipe cap and align with the cored disk.

e.5 Attach the dynamometer to the upper and lower hooks. Set the load indicator on the dynamometer to zero. Check the date of calibration on the dynamometer. It must have been calibrated within the last 12 months.

e.6 Apply a tensile load at the rate of 100 + 10 pounds, every 5 seconds.

e.6.a Record the load for each test core to the nearest 10 lbf.

e.6.b Record the type of failure for each test core and percent failure in the concrete over the test area for Type 1 and Type 2 failures.
There are five types of failures:

- Type 1 - Failure in the concrete at a depth greater than or equal to ¼ inch over more than 50% of the test area.

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- Type 2 - Failure in the concrete at a depth less than ¼ inch over more than 50% of test area.
- Type 3 - Separation of the polymer overlay from the concrete surface.
- Type 4 - Failure within the polymer overlay.
- Type 5 - Failure of the test adhesive.

A properly applied polymer overlay on a properly prepared surface typically will result in a failure in the concrete (Type 1).

e.7 Perform a minimum 4 pull-off tests on each 1½ foot x 3 foot test patch.

e.8 Repair the hole created by the tensile rupture strength test with a mixture of the polymer and aggregate used in the overlay.

f. Calculations

f.1 Use the 3 highest values to calculate the Tensile Rupture Strength for the test patch as noted below.

f.1.a For Type 1 failures:

- Tensile Rupture Strengths less than 250 psi will not be used in the average tensile rupture calculation.
- Should one pullout fail below 250 psi the test result will be the average of the two remaining pull-off tests.
- A failure in the concrete below 250 psi indicates weak concrete, not poor overlay bond.

f.1.b For Type 2, 3 or 5 failures use the average of the three highest pull-off values to determine the Tensile Rupture Strength.

f.1.c Type 4 failures will not be accepted or used in calculations.

f.2 Determine the Tensile Rupture Strength for each test core using the following equation:

$$TRS_x = P/A$$

TRSx = Tensile Rupture Strength for one test core.
P = Load (Dynamometer)
A = Area of cored disc, verify the area previous to performing the calculations.

f.2.a This value will be recorded as the result for one test core. Record the result to nearest 10 psi.

f.3 Determine the average Tensile Rupture Strength for each test patch using the following equation.

$$TRS_{avg} = \frac{TRS_1 + TRS_2 + \ldots TRS_n}{n}$$

n = number of test cores

f.3.a This value will be recorded as the result for one test patch. Record the result to nearest 10 psi.

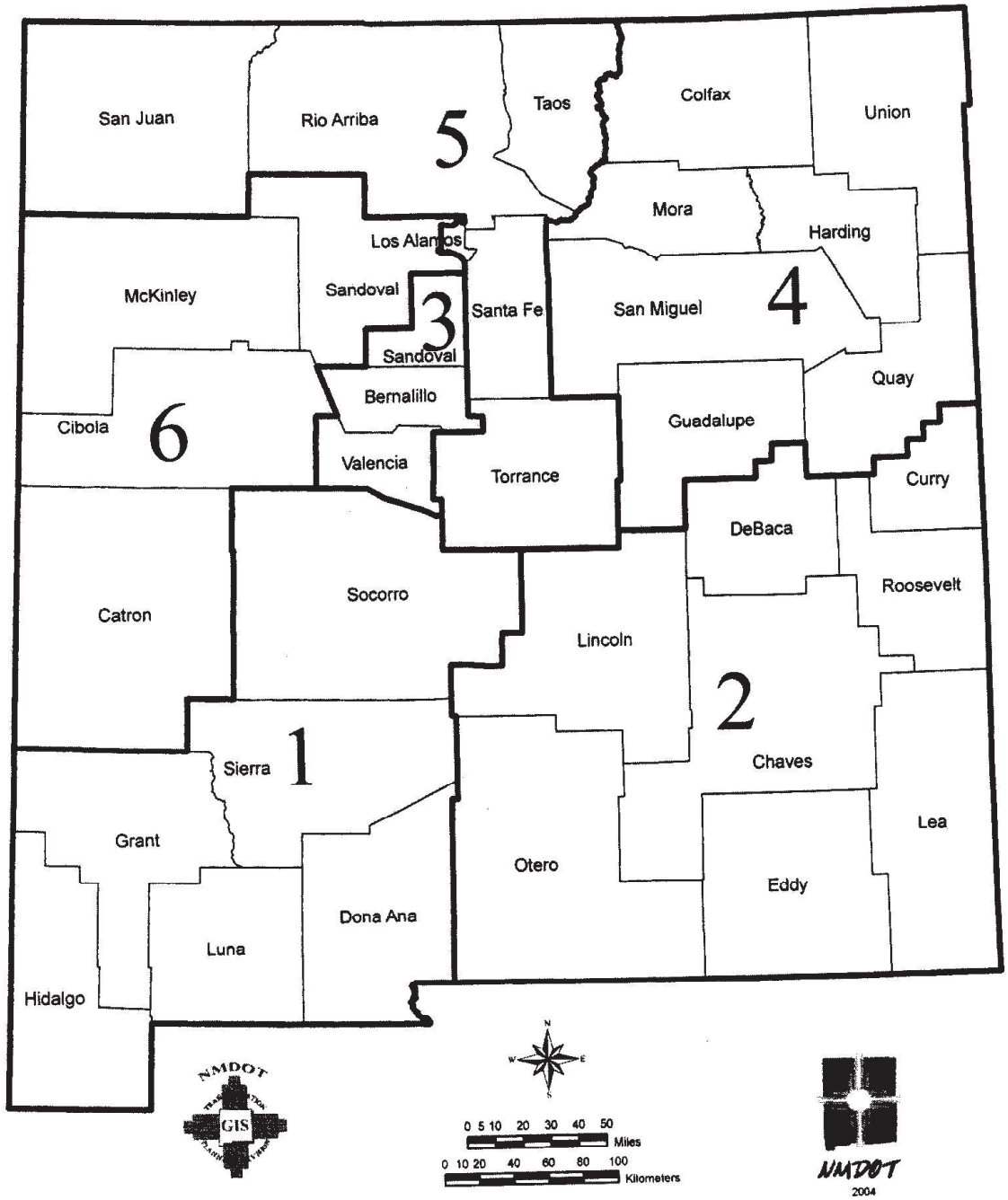
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Figure 1

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NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



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Item	UOM	Article and Description	(AA)	(AB)	(AC)
1	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 001. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**$1,171.00**
2	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 002. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**$1,117.00**
3	S.Y.	**Partial Depth Deck Patching – District 1,** Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 003. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**$1,113.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
4	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 004. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,243.00**	**$750.00**	**$3,318.00**
5	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 005. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**$2,266.00**
6	S.Y.	**Full Depth Deck Repair or Replacement – District 1,** Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 006. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**$2,005.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
7	EACH	**Embedded Galvanic Anodes – District 1,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**$57.00**
8	EACH	**Embedded Galvanic Anodes – District 1,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 001, 002 or 003. The actual full depth deck patches will be paid under Item Nos. 004, 005 or 006. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**$41.00**
9	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**$848.00**
10	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**$222.00**
11	S.Y.	**Diamond Grinding of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**$46.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
12	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**$584.00**
13	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**$153.00**
14	S.Y.	**Diamond Grooving of PCCP – District 1,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**$39.00**
15	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**$852.00**
16	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**$245.00**
17	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 1,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**$66.00**
18	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**$38.00**
19	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 1,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**$22.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
20	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**$53.00**
21	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 1,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**$29.00**
22	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**$77.00**
23	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**$47.00**
24	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**$113.00**
25	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**$59.00**
26	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**$131.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
27	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 1,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**$87.00**
28	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**$167.00**
29	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 1,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**$109.00**
30	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 1,** Per the requirements and Appendix "D" of this Agreement	**$4,671.00**	**$3,000.00**	**$4,010.00**
31	EACH	**Bearing Modification – District 1,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,176.00**	**$2,465.00**	**$8,874.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
32	EACH	**Temporary Shoring (Abutments) – District 1,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,694.00**	**$3,875.00**	**$8,371.00**
33	EACH	**Temporary Shoring (Piers) – District 1,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,694.00**	**$4,685.00**	**$8,371.00**
34	HR.	**Welder & Welder Assistant – District 1,** Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**$404.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
35	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 1,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 035. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**$677.00**
36	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 1,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 036. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**$625.00**
37	L.F.	**Strip Seal Joint Partial Depth Replacement – District 1,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**$421.00**
38	L.F.	**Joint Seals – District 1,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**$143.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
39	L.F.	**Pre-Molded Joint Seal – District 1,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**$194.00**
40	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 1,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**$353.00**
41	S.Y.	**Concrete Repair – District 1,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**$624.00**
42	C.Y.	**Substructure Replacement – District 1,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 046 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,096.00**	**$3,055.00**	**$2,200.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
43	C.Y.	**Backwall Replacement – District 1,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 035, 037, 038, 039 or 040. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 043. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,050.00**	**$4,245.00**	**$2,100.00**
44	C.Y.	**Concrete Box Culvert Extension – District 1,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,013.00**	**$2,595.00**	**$1,554.00**
45	S.F.	**Concrete Slab on Grade – District 1,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**$92.00**
46	LBS.	**Reinforcing Bars – District 1,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**$4.50**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
47	S.Y.	**Penetrating Water Repellent Treatment – District 1,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**$17.00**
48	GAL.	**Epoxy Injection – District 1,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,009.00**	**$3,205.00**	**$7,905.00**
49	L.F.	**Concrete Barrier Railing Replacement – District 1,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**$755.00**
50	L.F.	**Metal Railing (Bridge Railing) – District 1,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**$232.00**
51	L.F.	**Metal Railing (Bridge Railing) – District 1,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**$192.00**
52	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 1,** Section 511	**$16.00**	**$8.55**	**$17.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
53	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 1,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**$63.50**
54	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 1,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**$51.00**
55	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 1,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**$26.00**
56	S.F.	**FRP Finish Coat (Final) – District 1,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**$5.00**
57	L.F.	**12 Inch - 48 Inch CMP Run Down – District 1,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**$264.00**
58	C.Y.	**Rip Rap or Gabions – District 1,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**$691.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
59	C.Y.	**Rip Rap or Gabions – District 1,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**$442.00**
60	C.Y.	**Erosion Repair – District 1,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**$131.00**
61	C.Y.	**Placement Of Flowable Fill – District 1,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**$412.00**
62	S.F.	**Slope Paving – District 1,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**$21.00**
63	S.F.	**Slope Paving Repair – District 1,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**$29.00**
64	L.F.	**Temporary Concrete Wall Barrier Placement – District 1,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**$123.00**
65	L.F.	**Temporary Concrete Wall Barrier Reset – District 1,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**$23.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
66	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**$790.00**
67	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**$5,012.00**
68	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**$1,099.00**
69	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$897.00**	**$5,011.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
70	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**$1,214.00**
71	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,986.00**	**$897.00**	**$4,202.00**
72	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**$783.00**
73	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 1,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**$4,279.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
74	BARRELS	**Crash Cushion – District 1,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,166.00**	**$1,445.00**	**$1,375.00**
75	HRS.	**Flagging Traffic Control (Urban Areas) – District 1,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**$60.00**
76	HRS.	**Flagging Traffic Control (Rural Areas) – District 1,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**$60.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
77	HRS.	**Variable Message Board – District 1,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**$39.00**
78	HRS.	**Signalized Traffic Control – District 1,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**$1,703.00**
79	L.F.	**Permanent Striping – District 1,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
80	L.F.	**Marking Tape – District 1,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.20**	**$3.10**	**$16.00**
81	EACH	**Reflectorized Pavement Tabs – District 1,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**$39.00**
82	L.F.	**Eradication of Pavement Markings – District 1,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
83	S.F.	**Panel Signs – District 1,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**$116.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
84	MILE	**Mobilization – District 1,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**$25.00**
85	PERCENT	**Discount / Payment for Invoice Items – District 1,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
86	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 086. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,315.00**	**$565.00**	**$1,171.00**
87	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 087. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,185.00**	**$519.00**	**$1,117.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
88	S.Y.	**Partial Depth Deck Patching – District 2**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 088. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,089.00**	**$517.00**	**$1,113.00**
89	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 089. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,329.00**	**$750.00**	**$3,318.00**
90	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 090. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,992.00**	**$655.00**	**$2,266.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
91	S.Y.	**Full Depth Deck Repair or Replacement – District 2**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 091. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,749.00**	**$655.00**	**$2,005.00**
92	EACH	**Embedded Galvanic Anodes – District 2,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$20.00**	**$15.95**	**$57.00**
93	EACH	**Embedded Galvanic Anodes – District 2,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 086, 087 or 088. The actual full depth deck patches will be paid under Item Nos. 089, 090 or 091. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$17.00**	**$12.85**	**$41.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
94	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$327.00**	**$230.00**	**$848.00**
95	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$353.00**	**$112.00**	**$222.00**
96	S.Y.	**Diamond Grinding of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$353.00**	**$40.85**	**$46.00**
97	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$353.00**	**$65.55**	**$584.00**
98	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$353.00**	**$40.00**	**$153.00**
99	S.Y.	**Diamond Grooving of PCCP – District 2,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$353.00**	**$23.45**	**$39.00**
100	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$353.00**	**$145.00**	**$852.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
101	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$353.00**	**$75.25**	**$245.00**
102	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 2,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$353.00**	**$35.65**	**$66.00**
103	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2,** Section 535 (Range 0 to 499 Square Yards)	**$70.00**	**$22.95**	**$38.00**
104	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 2,** Section 535 (Range over 499 Square Yards)	**$45.00**	**$18.40**	**$22.00**
105	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2,** Section 535 (Range 0 to 499 Square Yards)	**$70.00**	**$22.95**	**$53.00**
106	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 2,** Section 535 (Range over 499 Square Yards)	**$45.00**	**$18.40**	**$29.00**
107	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$220.00**	**$22.95**	**$77.00**
108	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$144.00**	**$18.40**	**$47.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
109	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$285.00**	**$24.85**	**$113.00**
110	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$195.00**	**$20.35**	**$59.00**
111	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$220.00**	**$22.95**	**$131.00**
112	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 2,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$154.00**	**$18.40**	**$87.00**
113	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$285.00**	**$24.85**	**$167.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
114	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 2,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$195.00**	**$20.35**	**$109.00**
115	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 2,** Per the requirements and Appendix "D" of this Agreement	**$4,839.00**	**$3,000.00**	**$4,010.00**
116	EACH	**Bearing Modification – District 2,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,392.00**	**$2,465.00**	**$8,874.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
117	EACH	**Temporary Shoring (Abutments) – District 2,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,887.00**	**$3,875.00**	**$8,371.00**
118	EACH	**Temporary Shoring (Piers) – District 2,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,887.00**	**$4,685.00**	**$8,371.00**
119	HOUR	**Welder & Welder Assistant – District 2**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$337.00**	**$295.00**	**$404.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
120	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 2,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 120. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$625.00**	**$259.25**	**$677.00**
121	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 2,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 121. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$626.00**	**$290.25**	**$625.00**
122	L.F.	**Strip Seal Joint Partial Depth Replacement – District 2,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$497.00**	**$165.50**	**$421.00**
123	L.F.	**Joint Seals – District 2,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$129.00**	**$53.75**	**$143.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
124	L.F.	**Pre-Molded Joint Seal – District 2,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$129.00**	**$58.00**	**$194.00**
125	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 2,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$568.00**	**$82.70**	**$353.00**
126	S.Y.	**Concrete Repair – District 2,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,496.00**	**$640.00**	**$624.00**
127	C.Y.	**Substructure Replacement – District 2,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 131 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,241.00**	**$3,055.00**	**$2,200.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
128	C.Y.	**Backwall Replacement – District 2,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 120, 122, 123, 124 or 125. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 128. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,225.00**	**$4,245.00**	**$2,100.00**
129	C.Y.	**Concrete Box Culvert Extension – District 2,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,163.00**	**$2,595.00**	**$1,554.00**
130	S.F.	**Concrete Slab on Grade – District 2,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$203.00**	**$56.70**	**$92.00**
131	LBS.	**Reinforcing Bars – District 2,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$5.00**	**$5.40**	**$4.50**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
132	S.Y.	**Penetrating Water Repellent Treatment – District 2,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**$17.00**
133	GAL.	**Epoxy Injection – District 2,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,149.00**	**$3,205.00**	**$7,905.00**
134	L.F.	**Concrete Barrier Railing Replacement – District 2,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$427.00**	**$287.50**	**$755.00**
135	L.F.	**Metal Railing (Bridge Railing) – District 2,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$201.00**	**$128.70**	**$232.00**
136	L.F.	**Metal Railing (Bridge Railing) – District 2,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$168.00**	**$120.55**	**$192.00**
137	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 2,** Section 511	**$16.00**	**$8.55**	**$17.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
138	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 2,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$60.00**	**$57.00**	**$63.50**
139	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 2,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$117.00**	**$92.25**	**$51.00**
140	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 2,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$94.00**	**$54.10**	**$26.00**
141	S.F.	**FRP Finish Coat (Final) – District 2,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$67.00**	**$16.15**	**$5.00**
142	L.F.	**12 Inch - 48 Inch CMP Run Down – District 2,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$139.00**	**$85.00**	**$264.00**
143	C.Y.	**Rip Rap or Gabions – District 2,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,125.00**	**$416.35**	**$691.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
144	C.Y.	**Rip Rap or Gabions – District 2,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,097.00**	**$248.85**	**$442.00**
145	C.Y.	**Erosion Repair – District 2,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$70.00**	**$64.50**	**$131.00**
146	C.Y.	**Placement Of Flowable Fill – District 2,** This work consists of providing and placing flowable fill. Section 516	**$451.00**	**$90.00**	**$412.00**
147	S.F.	**Slope Paving – District 2,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$24.00**	**$16.95**	**$21.00**
148	S.F.	**Slope Paving Repair – District 2,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$46.00**	**$32.85**	**$29.00**
149	L.F.	**Temporary Concrete Wall Barrier Placement – District 2,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$36.00**	**$14.50**	**$123.00**
150	L.F.	**Temporary Concrete Wall Barrier Reset – District 2,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**$23.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
151	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$316.00**	**$149.50**	**$790.00**
152	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,528.00**	**$1,495.00**	**$5,012.00**
153	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$316.00**	**$89.70**	**$1,099.00**
154	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,528.00**	**$897.00**	**$5,011.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
155	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$247.00**	**$89.70**	**$1,214.00**
156	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,064.00**	**$897.00**	**$4,202.00**
157	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$247.00**	**$72.60**	**$783.00**
158	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 2,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,066.00**	**$726.00**	**$4,279.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
159	Barrel	**Crash Cushion – District 2,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,261.00**	**$1,445.00**	**$1,375.00**
160	HRS.	**Flagging Traffic Control (Urban Areas) – District 2,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$83.00**	**$67.35**	**$60.00**
161	HRS.	**Flagging Traffic Control (Rural Areas) – District 2,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$83.00**	**$67.35**	**$60.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
162	HRS.	**Variable Message Board – District 2,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$43.00**	**$25.00**	**$39.00**
163	HRS.	**Signalized Traffic Control – District 2,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$147.00**	**$35.00**	**$1,703.00**
164	L.F.	**Permanent Striping – District 2,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
165	L.F.	**Marking Tape – District 2,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.40**	**$3.10**	**$16.00**
166	EACH	**Reflectorized Pavement Tabs – District 2,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**$39.00**
167	L.F.	**Eradication of Pavement Markings – District 2,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
168	S.F.	**Panel Signs – District 2,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$124.00**	**$35.00**	**$116.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
169	MILE	**Mobilization – District 2,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$59.00**	**$57.60**	**$25.00**
170	EACH	**Discount / Payment for Invoice Items – District 2,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
171	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 171. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,073.00**	**$565.00**	**$1,171.00**
172	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 172. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$966.00**	**$519.00**	**$1,117.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
173	S.Y.	**Partial Depth Deck Patching – District 3**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 173. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$888.00**	**$517.00**	**$1,113.00**
174	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 174. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,921.00**	**$750.00**	**$3,318.00**
175	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 175. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,641.00**	**$655.00**	**$2,266.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
176	S.Y.	**Full Depth Deck Repair or Replacement – District 3**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 176. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,442.00**	**$655.00**	**$2,005.00**
177	EACH	**Embedded Galvanic Anodes – District 3,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$15.00**	**$15.95**	**$57.00**
178	EACH	**Embedded Galvanic Anodes – District 3,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 171, 172 or 173. The actual full depth deck patches will be paid under Item Nos. 174, 175 or 176. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$12.00**	**$12.85**	**$41.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
179	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$300.00**	**$230.00**	**$848.00**
180	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$321.00**	**$112.00**	**$222.00**
181	S.Y.	**Diamond Grinding of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$321.00**	**$40.85**	**$46.00**
182	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$65.55**	**$584.00**
183	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$321.00**	**$40.00**	**$153.00**
184	S.Y.	**Diamond Grooving of PCCP – District 3,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$321.00**	**$23.45**	**$39.00**
185	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$321.00**	**$145.00**	**$852.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
186	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$321.00**	**$75.25**	**$245.00**
187	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 3,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$321.00**	**$35.65**	**$66.00**
188	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3,** Section 535 (Range 0 to 499 Square Yards)	**$55.00**	**$22.95**	**$38.00**
189	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 3,** Section 535 (Range over 499 Square Yards)	**$36.00**	**$18.40**	**$22.00**
190	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3,** Section 535 (Range 0 to 499 Square Yards)	**$55.00**	**$22.95**	**$53.00**
191	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 3,** Section 535 (Range over 499 Square Yards)	**$36.00**	**$18.40**	**$29.00**
192	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$181.00**	**$22.95**	**$77.00**
193	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$119.00**	**$18.40**	**$47.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
194	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$231.00**	**$24.85**	**$113.00**
195	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$160.00**	**$20.35**	**$59.00**
196	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$181.00**	**$22.95**	**$131.00**
197	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 3,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$129.00**	**$18.40**	**$87.00**
198	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$231.00**	**$24.85**	**$167.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
199	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 3,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$160.00**	**$20.35**	**$109.00**
200	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 3,** Per the requirements and Appendix "D" of this Agreement	**$4,025.00**	**$3,000.00**	**$4,010.00**
201	EACH	**Bearing Modification – District 3,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$6,352.00**	**$2,465.00**	**$8,874.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
202	EACH	**Temporary Shoring (Abutments) – District 3,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$5,949.00**	**$3,875.00**	**$8,371.00**
203	EACH	**Temporary Shoring (Piers) – District 3,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$5,949.00**	**$4,685.00**	**$8,371.00**
204	HOUR	**Welder & Welder Assistant – District 3**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$279.00**	**$295.00**	**$404.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
205	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 3,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 205. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$521.00**	**$259.25**	**$677.00**
206	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 3,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 206. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$522.00**	**$290.25**	**$625.00**
207	L.F.	**Strip Seal Joint Partial Depth Replacement – District 3,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$409.00**	**$165.50**	**$421.00**
208	L.F.	**Joint Seals – District 3,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$107.00**	**$53.75**	**$143.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
209	L.F.	**Pre-Molded Joint Seal – District 3,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$107.00**	**$58.00**	**$194.00**
210	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 3,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$473.00**	**$82.70**	**$353.00**
211	S.Y.	**Concrete Repair – District 3,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,156.00**	**$640.00**	**$624.00**
212	C.Y.	**Substructure Replacement – District 3,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 216 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$4,552.00**	**$3,055.00**	**$2,200.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
213	C.Y.	**Backwall Replacement – District 3,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 205, 207, 208, 209 or 210. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 213. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$4,394.00**	**$4,245.00**	**$2,100.00**
214	C.Y.	**Concrete Box Culvert Extension – District 3,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$3,453.00**	**$2,595.00**	**$1,554.00**
215	S.F.	**Concrete Slab on Grade – District 3,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$164.00**	**$56.70**	**$92.00**
216	LBS.	**Reinforcing Bars – District 3,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**$4.50**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
217	S.Y.	**Penetrating Water Repellent Treatment – District 3,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$5.00**	**$6.10**	**$17.00**
218	GAL.	**Epoxy Injection – District 3,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$2,477.00**	**$3,205.00**	**$7,905.00**
219	L.F.	**Concrete Barrier Railing Replacement – District 3,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$363.00**	**$287.50**	**$755.00**
220	L.F.	**Metal Railing (Bridge Railing) – District 3,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$160.00**	**$128.70**	**$232.00**
221	L.F.	**Metal Railing (Bridge Railing) – District 3,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$134.00**	**$120.55**	**$192.00**
222	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 3,** Section 511	**$15.00**	**$8.55**	**$14.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
223	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 3,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$57.00**	**$57.00**	**$55.50**
224	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 3,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$94.00**	**$92.25**	**$51.00**
225	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 3,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$75.00**	**$54.10**	**$26.00**
226	S.F.	**FRP Finish Coat (Final) – District 3,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$53.00**	**$16.15**	**$5.00**
227	L.F.	**12 Inch - 48 Inch CMP Run Down – District 3,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$114.00**	**$85.00**	**$264.00**
228	C.Y.	**Rip Rap or Gabions – District 3,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$891.00**	**$416.35**	**$691.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
229	C.Y.	**Rip Rap or Gabions – District 3,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$869.00**	**$248.85**	**$442.00**
230	C.Y.	**Erosion Repair – District 3,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$57.00**	**$64.50**	**$131.00**
231	C.Y.	**Placement Of Flowable Fill – District 3,** This work consists of providing and placing flowable fill. Section 516	**$406.00**	**$90.00**	**$412.00**
232	S.F.	**Slope Paving – District 3,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$20.00**	**$16.95**	**$21.00**
233	S.F.	**Slope Paving Repair – District 3,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$39.00**	**$32.85**	**$29.00**
234	L.F.	**Temporary Concrete Wall Barrier Placement – District 3,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$30.00**	**$14.50**	**$123.00**
235	L.F.	**Temporary Concrete Wall Barrier Reset – District 3,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$9.00**	**$12.40**	**$23.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
236	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$259.00**	**$149.50**	**$790.00**
237	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,068.00**	**$1,495.00**	**$5,012.00**
238	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$259.00**	**$89.70**	**$1,099.00**
239	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,068.00**	**$897.00**	**$5,011.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
240	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$202.00**	**$89.70**	**$1,214.00**
241	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,693.00**	**$897.00**	**$4,202.00**
242	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$202.00**	**$72.60**	**$783.00**
243	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 3,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,693.00**	**$726.00**	**$4,279.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
244	Barrel	**Crash Cushion – District 3,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$2,808.00**	**$1,445.00**	**$1,375.00**
245	HRS.	**Flagging Traffic Control (Urban Areas) – District 3,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$63.00**	**$67.35**	**$60.00**
246	HRS.	**Flagging Traffic Control (Rural Areas) – District 3,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$63.00**	**$67.35**	**$60.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
247	HRS.	**Variable Message Board – District 3,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$36.00**	**$25.00**	**$39.00**
248	HRS.	**Signalized Traffic Control – District 3,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$135.00**	**$35.00**	**$1,703.00**
249	L.F.	**Permanent Striping – District 3,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**$14.00**
250	L.F.	**Marking Tape – District 3,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.20**	**$3.10**	**$16.00**
251	EACH	**Reflectorized Pavement Tabs – District 3,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.50**	**$8.30**	**$39.00**
252	L.F.	**Eradication of Pavement Markings – District 3,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**$42.00**
253	S.F.	**Panel Signs – District 3,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$118.00**	**$35.00**	**$116.00**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
254	MILE	**Mobilization – District 3,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$53.00**	**$57.60**	**$25.00**
255	EACH	**Discount / Payment for Invoice Items – District 3,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**0 Percent**
256	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 256. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
257	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 257. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
258	S.Y.	**Partial Depth Deck Patching – District 4**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 258. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
259	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 259. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
260	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 260. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
261	S.Y.	**Full Depth Deck Repair or Replacement – District 4**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 261. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
262	EACH	**Embedded Galvanic Anodes – District 4,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
263	EACH	**Embedded Galvanic Anodes – District 4,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 256, 257 or 258. The actual full depth deck patches will be paid under Item Nos. 259, 260 or 261. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
264	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
265	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
266	S.Y.	**Diamond Grinding of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
267	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
268	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
269	S.Y.	**Diamond Grooving of PCCP – District 4,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
270	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
271	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
272	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 4,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
273	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
274	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 4,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
275	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
276	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 4,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
277	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
278	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
279	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
280	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
281	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
282	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 4,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
283	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
284	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 4,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
285	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 4,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
286	EACH	**Bearing Modification – District 4,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
287		**Temporary Shoring (Abutments) – District 4,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
288	EACH	**Temporary Shoring (Piers) – District 4,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
289	HOUR	**Welder & Welder Assistant – District 4**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
290	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 4,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 290. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
291	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 4,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 291. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
292	L.F.	**Strip Seal Joint Partial Depth Replacement – District 4,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
293	L.F.	**Joint Seals – District 4,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
294	L.F.	**Pre-Molded Joint Seal – District 4,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
295	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 4,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
296	S.Y.	**Concrete Repair – District 4,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
297	C.Y.	**Substructure Replacement – District 4,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 301 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
298	C.Y.	**Backwall Replacement – District 4,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 290, 292, 293, 294 or 295. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 298. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
299	C.Y.	**Concrete Box Culvert Extension – District 4,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
300	S.F.	**Concrete Slab on Grade – District 4,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
301	LBS.	**Reinforcing Bars – District 4,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
302	S.Y.	**Penetrating Water Repellent Treatment – District 4,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
303	GAL.	**Epoxy Injection – District 4,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
304	L.F.	**Concrete Barrier Railing Replacement – District 4,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
305	L.F.	**Metal Railing (Bridge Railing) – District 4,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
306	L.F.	**Metal Railing (Bridge Railing) – District 4,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
307	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 4,** Section 511	**$16.00**	**$8.55**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
308	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 4,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
309	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 4,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
310	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 4,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
311	S.F.	**FRP Finish Coat (Final) – District 4,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
312	L.F.	**12 Inch - 48 Inch CMP Run Down – District 4,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
313	C.Y.	**Rip Rap or Gabions – District 4,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
314	C.Y.	**Rip Rap or Gabions – District 4,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
315	C.Y.	**Erosion Repair – District 4,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
316	C.Y.	**Placement Of Flowable Fill – District 4,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
317	S.F.	**Slope Paving – District 4,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
318	S.F.	**Slope Paving Repair – District 4,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
319	L.F.	**Temporary Concrete Wall Barrier Placement – District 4,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
320	L.F.	**Temporary Concrete Wall Barrier Reset – District 4,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
321	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
322	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
323	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
324	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
325	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
326	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
327	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
328	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 4,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
329	Barrel	**Crash Cushion – District 4,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
330	HRS.	**Flagging Traffic Control (Urban Areas) – District 4,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
331	HRS.	**Flagging Traffic Control (Rural Areas) – District 4,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
332	HRS.	**Variable Message Board – District 4,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
333	HRS.	**Signalized Traffic Control – District 4,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
334	L.F.	**Permanent Striping – District 4,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
335	L.F.	**Marking Tape – District 4,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
336	EACH	**Reflectorized Pavement Tabs – District 4,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
337	L.F.	**Eradication of Pavement Markings – District 4,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
338	S.F.	**Panel Signs – District 4,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
339	MILE	**Mobilization – District 4,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
340	EACH	**Discount / Payment for Invoice Items – District 4,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**
341	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 341. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
342	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 342. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
343	S.Y.	**Partial Depth Deck Patching – District 5**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 343. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
344	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 344. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
345	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 345. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
346	S.Y.	**Full Depth Deck Repair or Replacement – District 5**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 346. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
347	EACH	**Embedded Galvanic Anodes – District 5,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
348	EACH	**Embedded Galvanic Anodes – District 5,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 341, 342 or 343. The actual full depth deck patches will be paid under Item Nos. 344, 345 or 346. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
349	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
350	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
351	S.Y.	**Diamond Grinding of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
352	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
353	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
354	S.Y.	**Diamond Grooving of PCCP – District 5,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
355	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
356	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
357	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 5,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
358	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
359	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 5,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
360	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
361	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 5,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
362	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
363	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
364	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
365	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
366	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
367	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 5,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
368	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
369	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 5,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
370	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 5,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
371	EACH	**Bearing Modification – District 5,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
372	EACH	**Temporary Shoring (Abutments) – District 5,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
373	EACH	**Temporary Shoring (Piers) – District 5,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
374	HOUR	**Welder & Welder Assistant – District 5**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
375	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 5,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 375. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
376	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 5,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 376. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
377	L.F.	**Strip Seal Joint Partial Depth Replacement – District 5,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
378	L.F.	**Joint Seals – District 5,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
379	L.F.	**Pre-Molded Joint Seal – District 5,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
380	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 5,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
381	S.Y.	**Concrete Repair – District 5,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
382	C.Y.	**Substructure Replacement – District 5,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 386 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
383	C.Y.	**Backwall Replacement – District 5,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 375, 377, 378, 379 or 380. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 383. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
384	C.Y.	**Concrete Box Culvert Extension – District 5,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
385	S.F.	**Concrete Slab on Grade – District 5,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
386	LBS.	**Reinforcing Bars – District 5,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
387	S.Y.	**Penetrating Water Repellent Treatment – District 5,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
388	GAL.	**Epoxy Injection – District 5,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
389	L.F.	**Concrete Barrier Railing Replacement – District 5,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
390	L.F.	**Metal Railing (Bridge Railing) – District 5,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
391	L.F.	**Metal Railing (Bridge Railing) – District 5,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
392	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 5,** Section 511	**$16.00**	**$8.55**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
393	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 5,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
394	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 5,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
395	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 5,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
396	S.F.	**FRP Finish Coat (Final) – District 5,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
397	L.F.	**12 Inch - 48 Inch CMP Run Down – District 5,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
398	C.Y.	**Rip Rap or Gabions – District 5,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
399	C.Y.	**Rip Rap or Gabions – District 5,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
400	C.Y.	**Erosion Repair – District 5,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
401	C.Y.	**Placement Of Flowable Fill – District 5,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
402	S.F.	**Slope Paving – District 5,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
403	S.F.	**Slope Paving Repair – District 5,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
404	L.F.	**Temporary Concrete Wall Barrier Placement – District 5,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
405	L.F.	**Temporary Concrete Wall Barrier Reset – District 5,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
406	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
407	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
408	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
409	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
410	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
411	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
412	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
413	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 5,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
414	Barrel	**Crash Cushion – District 5,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
415	HRS.	**Flagging Traffic Control (Urban Areas) – District 5,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
416	HRS.	**Flagging Traffic Control (Rural Areas) – District 5,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
417	HRS.	**Variable Message Board – District 5,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
418	HRS.	**Signalized Traffic Control – District 5,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
419	L.F.	**Permanent Striping – District 5,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
420	L.F.	**Marking Tape – District 5,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
421	EACH	**Reflectorized Pavement Tabs – District 5,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
422	L.F.	**Eradication of Pavement Markings – District 5,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
423	S.F.	**Panel Signs – District 5,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
424	MILE	**Mobilization – District 5,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
425	EACH	**Discount / Payment for Invoice Items – District 5,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**
426	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 426. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$1,263.00**	**$565.00**	**No Bid**
427	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 427. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,138.00**	**$519.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
428	S.Y.	**Partial Depth Deck Patching – District 6**, Removal of existing unsound concrete and rebar, and replacement with rapid-set concrete or approved concrete product and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 428. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,046.00**	**$517.00**	**No Bid**
429	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 429. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 0-25 Square Yards)	**$2,244.00**	**$750.00**	**No Bid**
430	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 430. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range 26-100 Square Yards)	**$1,917.00**	**$655.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
431	S.Y.	**Full Depth Deck Repair or Replacement – District 6**, Removal of existing unsound concrete, rebar, forming and placement of concrete or rapid set concrete and new/supplemental rebar (where necessary). If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 431. Section 512, Section 533, Section 540, Special Provisions for Section 512, and Standard Drawings 533-01 (Range over 100 Square Yards)	**$1,684.00**	**$655.00**	**No Bid**
432	EACH	**Embedded Galvanic Anodes – District 6,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range 0-25 Anodes)	**$19.00**	**$15.95**	**No Bid**
433	EACH	**Embedded Galvanic Anodes – District 6,** Installation of galvanic anodes around the perimeter of a partial or full depth deck patch. The actual partial depth deck patches will be paid under Item Nos. 426, 427 or 428. The actual full depth deck patches will be paid under Item Nos. 429, 430 or 431. Section 512, Section 533, Section 540, Special Provisions for Section 512 and Section 533-B, and Standard Drawings 533-02 (Range over 25 Anodes)	**$16.00**	**$12.85**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
434	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 1 to 50 Square Yards)	**$321.00**	**$230.00**	**No Bid**
435	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$112.00**	**No Bid**
436	S.Y.	**Diamond Grinding of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Will be paid per grinding pass (1/4 inch depth max. per pass). Section 455 and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$40.85**	**No Bid**
437	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 1 to 50 Square Yards)	**$346.00**	**$65.55**	**No Bid**
438	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range 51 to 200 Square Yards)	**$346.00**	**$40.00**	**No Bid**
439	S.Y.	**Diamond Grooving of PCCP – District 6,** Includes Tankers, Fill-Up/Disposal. Section 455 and Section 512, Special Provisions for Section 512, and Appendix "B" (Range over 200 Square Yards)	**$346.00**	**$23.45**	**No Bid**
440	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$145.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
441	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range 1 to 50 Square Yards)	**$346.00**	**$75.25**	**No Bid**
442	S.Y.	**Removal of Surfacing – Bridge Deck Overlay – District 6,** Includes Tankers (if required), Fill-Up/Disposal. Section 601 (Range over 200 Square Yards)	**$346.00**	**$35.65**	**No Bid**
443	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
444	S.Y.	**Deck Surface Treatment Preparation, HMWM Placement and Aggregate Broadcast – District 6,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
445	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6,** Section 535 (Range 0 to 499 Square Yards)	**$66.00**	**$22.95**	**No Bid**
446	S.Y.	**Deck Surface Treatment Preparation, LVLSTP Sealant, Placement and Aggregate Broadcast – District 6,** Section 535 (Range over 499 Square Yards)	**$43.00**	**$18.40**	**No Bid**
447	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
448	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$139.00**	**$18.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
449	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**
450	S.Y.	**Surface Treatment - Table 536.2.1:1 Epoxy Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
451	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range 0 to 499 Square Yards)	**$211.00**	**$22.95**	**No Bid**
452	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay – District 6,** Section 536 and Appendix "C" (Range over 499 Square Yards)	**$148.00**	**$18.40**	**No Bid**
453	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range 0 to 499 Square Yards)	**$273.00**	**$24.85**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
454	S.Y.	**Surface Treatment - Table 536.2.1:2 Epoxy Urethane Polymer Concrete Deck Overlay with LVLSTP Crack Sealant – District 6,** As per manufacturer's recommendations (Table 535.2.2:1). Section 535 and Section 536, and Appendix "C" (Range over 499 Square Yards)	**$187.00**	**$20.35**	**No Bid**
455	S.Y.	**Testing Polymer Overlay for Surface Preparation & Adhesion – District 6,** Per the requirements and Appendix "D" of this Agreement	**$4,673.00**	**$3,000.00**	**No Bid**
456	EACH	**Bearing Modification – District 6,** Reset existing bearing units or install supplemental or replacement units (includes all jacking) as directed by the Engineer. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Section 560	**$7,174.00**	**$2,465.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
457	EACH	**Temporary Shoring (Abutments) – District 6,** Temporarily support superstructure elements (each beam end) at abutments, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT Project Manager thirty (30) calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$3,875.00**	**No Bid**
458	EACH	**Temporary Shoring (Piers) – District 6,** Temporarily support superstructure elements (each beam end) at piers, from the ground up, by means of providing shoring. The Contractor must submit a jacking and temporary support plan to the NMDOT project manager 30 calendar days prior to the start of work. The plan must be designed and stamped by a Professional Engineer licensed in the State of New Mexico and must be approved by the NMDOT Bridge Bureau prior to the start of work. The temporary support plan must also factor in supporting loads for up to four months. Section 529 and Special Provisions for Section 533-A	**$6,692.00**	**$4,685.00**	**No Bid**
459	HOUR	**Welder & Welder Assistant – District 6**, Certified welder and assistant for welding of various components. Section 541.3.6.4.1	**$324.00**	**$295.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
460	L.F.	**Strip Seal Joint Full Depth Replacement at Abutments – District 6,** Removal of existing joint and concrete deck, abutment backwall or sleeper footer and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 460. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$259.25**	**No Bid**
461	L.F.	**Strip Seal Joint Full Depth Replacement at Piers – District 6,** Removal of existing joint and concrete deck and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 461. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$603.00**	**$290.25**	**No Bid**
462	L.F.	**Strip Seal Joint Partial Depth Replacement – District 6,** Removal of existing joint/concrete deck (or abutment backwall) and installation of strip seal/steel extrusion embedded in concrete or rapid-set concrete. Section 512, Section 533 and Section 562, Special Provision for Section 512, and Standard Drawings 562-01	**$477.00**	**$165.50**	**No Bid**
463	L.F.	**Joint Seals – District 6,** Removal and replacement of existing joint seals. Section 561, Section 562 and Standard Drawings 562-01	**$124.00**	**$53.75**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
464	L.F.	**Pre-Molded Joint Seal – District 6,** Removal of existing joint seals and installation of new joint material. Section 564 and Section 565, and Standard Drawing 564-01	**$124.00**	**$58.00**	**No Bid**
465	L.F.	**Pre-Molded Joint Seal with Concrete Removal – District 6,** Removal of existing joint, existing concrete removal, installation of rapid-set concrete headers and installation of joint components including polymer bridge seals Type "A." Section 512, Section 533, Section 562 and Section 564, Special Provision for Section 512, and Standard Drawing 564-01	**$547.00**	**$82.70**	**No Bid**
466	S.Y.	**Concrete Repair – District 6,** May include Concrete Box Culvert Repair. Removal of unsound concrete and rebar, forming and placement of new concrete or rapid-set concrete and new/supplemental rebar (where necessary). Section 511, Section 512, Section 515 and Section 533, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 515 and Section 533-01	**$1,422.00**	**$640.00**	**No Bid**
467	C.Y.	**Substructure Replacement – District 6,** Removal of existing concrete, rebar, etc., straightening of rebar and existing piles etc. to be retained in the new concrete. Includes the forming and placement of new concrete or rapid set concrete for pier caps, columns and abutments. New reinforcement is to be paid under Bid Item No. 471 - Reinforcing Bars. Section 510, Section 533 and Special Provisions for Section 511	**$5,097.00**	**$3,055.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
468	C.Y.	**Backwall Replacement – District 6,** Removal of existing joint/concrete forming and replacement with new joint/rapid set concrete or approved concrete. The joint is to be replaced under Bid Item Nos. 460, 462, 463, 464 or 465. Existing reinforcement is to be preserved. If replacement reinforcement is required, reinforcement is to be paid under Bid Item No. 468. Section 510, Section 511 and Section 533 and Special Provisions for Section 511	**$5,053.00**	**$4,245.00**	**No Bid**
469	C.Y.	**Concrete Box Culvert Extension – District 6,** Forming and placement of new concrete for extension of existing box culverts. Section 511 and Section 512, Special Provisions for Section 511 and Section 512, and Standard Drawings for Section 511	**$4,015.00**	**$2,595.00**	**No Bid**
470	S.F.	**Concrete Slab on Grade – District 6,** Removal of concrete, forming and placement of concrete and reinforcement for sidewalks and other small miscellaneous slabs. Section 511 and Section 601, Special Provisions for Section 511, and Standard Drawings for Section 511	**$194.00**	**$56.70**	**No Bid**
471	LBS.	**Reinforcing Bars – District 6,** Placement of rebar for major repairs and/or replacement of existing concrete structures. If the amount of reinforcement that is to be replaced is under 4,000 lbs. it shall be paid under its respective concrete replacement item. Section 540 and Special Provisions for Section 540 (Range over 4,000 lbs.)	**$4.00**	**$5.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
472	S.Y.	**Penetrating Water Repellent Treatment – District 6,** Application of a penetrating water repellent treatment to concrete surfaces to include girder ends, pier caps and abutments. In conformance with approved materials and Manufacturer's recommendations. Section 532 and Special Provisions for Section 532	**$6.00**	**$6.10**	**No Bid**
473	GAL.	**Epoxy Injection – District 6,** Epoxy injection of cracks in concrete bridge members, backwalls, etc. Section 534	**$3,011.00**	**$3,205.00**	**No Bid**
474	L.F.	**Concrete Barrier Railing Replacement – District 6,** New or removal of existing railing, forming and replacement with cast-in-place concrete and rebar barrier railing. Section 514, Special Provision for Section 606, and Standard Drawings for Section 514 and Section 606	**$413.00**	**$287.50**	**No Bid**
475	L.F.	**Metal Railing (Bridge Railing) – District 6,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range 0-100 linear feet)	**$192.00**	**$128.70**	**No Bid**
476	L.F.	**Metal Railing (Bridge Railing) – District 6,** Removal of existing metal railing and posts and installation of new metal railing and posts, as directed by the Project Manager. Section 543 and Standard Drawings for Section 543 (Range over 100 linear feet)	**$160.00**	**$120.55**	**No Bid**
477	S.F.	**Surface Preparation And Recoating Of Concrete Surfaces – District 6,** Section 511	**$16.00**	**$8.55**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
478	S.F.	**Surface Preparation And Recoating of Steel Structural Components – District 6,** Prepare surface per Section 546.3.1.2 Power-Tool Cleaning to Bare Metal (SSPC-SP11) and recoat steel structural components. Section 546 and Section 547 and Special Provisions for Section 546	**$59.00**	**$57.00**	**No Bid**
479	S.F.	**Externally Bonded Fiber Reinforced Polymer (Initial Layer) – District 6,** Application of initial Fiber Reinforced Polymer (FRP) layer per contract. Section 533 and Special Provisions for Section 533-A	**$112.00**	**$92.25**	**No Bid**
480	S.F.	**Externally Bonded Fiber Reinforced Polymer (Additional Layers) – District 6,** Application of additional Fiber Reinforced Polymer (FRP) layers per contract. Section 533 and Special Provisions for Section 533-A	**$90.00**	**$54.10**	**No Bid**
481	S.F.	**FRP Finish Coat (Final) – District 6,** Application of Fiber Reinforced Polymer (FRP) finish coat per contract. Section 533 and Special Provisions for Section 533-A	**$64.00**	**$16.15**	**No Bid**
482	L.F.	**12 Inch - 48 Inch CMP Run Down – District 6,** Install 12 inch to 48 inch diameter corrugated metal pipe on slopes. Section 206, Section 570 and Section 605, and Standard Drawings for Section 206 and Section 570	**$133.00**	**$85.00**	**No Bid**
483	C.Y.	**Rip Rap or Gabions – District 6,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range 0-10 Cubic Yards)	**$1,074.00**	**$416.35**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
484	C.Y.	**Rip Rap or Gabions – District 6,** Protection of abutments, piers or channel (wire enclosed riprap or gabions). Section 602, Special Provision for Section 602, and Standard Drawings for Section 602 (Range over 10 Cubic Yards)	**$1,048.00**	**$248.85**	**No Bid**
485	C.Y.	**Erosion Repair – District 6,** Grading and backfilling to return eroded slopes to their original design contours (hauling of material is not included). Section 207 and Special Provision for Section 207	**$67.00**	**$64.50**	**No Bid**
486	C.Y.	**Placement Of Flowable Fill – District 6,** This work consists of providing and placing flowable fill. Section 516	**$441.00**	**$90.00**	**No Bid**
487	S.F.	**Slope Paving – District 6,** Concrete forming and placement of new concrete and reinforcement for concrete paved slopes. Section 515, Special Provisions for Section 511, and Standard Drawing 511-05	**$23.00**	**$16.95**	**No Bid**
488	S.F.	**Slope Paving Repair – District 6,** Removal and replacement of concrete at existing concrete paved slopes. Section 515 and Section 533, Special Provisions for Section 511, and Standard Drawing 511-05	**$44.00**	**$32.85**	**No Bid**
489	L.F.	**Temporary Concrete Wall Barrier Placement – District 6,** Transport, place and return precast concrete wall barrier as directed by the Project Manager. Special Provision for Section 606 and Standard Drawings 606-20	**$34.00**	**$14.50**	**No Bid**
490	L.F.	**Temporary Concrete Wall Barrier Reset – District 6,** Reset existing precast concrete wall barrier. Section 606 (Metal and Concrete Wall Barrier)	**$10.00**	**$12.40**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
491	HRS.	**Traffic Control Work Hours Per Lane (Urban Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$149.50**	**No Bid**
492	DAYS	**Traffic Control Work Days Per Lane (Urban Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,431.00**	**$1,495.00**	**No Bid**
493	HRS.	**Traffic Control Work Hours Per Lane (Rural Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$304.00**	**$89.70**	**No Bid**
494	DAYS	**Traffic Control Work Days Per Lane (Rural Areas) – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$2,432.00**	**$897.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
495	HRS.	**Traffic Control Work Hours Beyond the Shoulder – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$89.70**	**No Bid**
496	DAYS	**Traffic Control Work Days Beyond the Shoulder – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,985.00**	**$897.00**	**No Bid**
497	HRS.	**Traffic Control Shoulder Closure Hours on Freeway – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$237.00**	**$72.60**	**No Bid**
498	DAYS	**Traffic Control Shoulder Closure Days on Freeway – District 6,** In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701 and Section 702, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and 702	**$1,987.00**	**$726.00**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
499	Barrel	**Crash Cushion – District 6,** Furnish, install, reset, remove and maintain sand barrel crash cushion. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and 702-C, and Standard Drawings 702-01	**$3,167.00**	**$1,445.00**	**No Bid**
500	HRS.	**Flagging Traffic Control (Urban Areas) – District 6,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in urban areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**
501	HRS.	**Flagging Traffic Control (Rural Areas) – District 6,** Provide certified trained personnel and necessary equipment to properly implement approved traffic control plan requiring flagging operation in rural areas. Payment shall be per flagger per hour. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 618, Section 701, Section 702 and Section 720, Special Provisions for Section 618 and Section 702-C, and Standard Drawings for Section 701 and Section 702	**$78.00**	**$67.35**	**No Bid**

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Item	UOM	Article and Description	(AA)	(AB)	(AC)
502	HRS.	**Variable Message Board – District 6,** Provide, place and maintain each variable message board required by the District during traffic control operations. Section 702 and Special Provisions for Section 702-C	**$41.00**	**$25.00**	**No Bid**
503	HRS.	**Signalized Traffic Control – District 6,** Provide all traffic control devices necessary for signalization of 2-way traffic. Implement the signalization set up, monitor and maintain the setup. Section 701, Section 702 and Section 705 and Special Provisions for Section 702-C	**$145.00**	**$35.00**	**No Bid**
504	L.F.	**Permanent Striping – District 6,** Provide and place pavement striping using paint and traffic beads in work zones. Section 704	**$0.70**	**$11.55**	**No Bid**
505	L.F.	**Marking Tape – District 6,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704	**$4.30**	**$3.10**	**No Bid**
506	EACH	**Reflectorized Pavement Tabs – District 6,** Furnish, install, maintain and remove adhesive marking tape in work zones. Section 704, Special Provisions for Section 704-A, and Standard Drawings for Section 704	**$5.80**	**$8.30**	**No Bid**
507	L.F.	**Eradication of Pavement Markings – District 6,** Removal of existing pavement markings. Section 721	**$1.40**	**$36.45**	**No Bid**
508	S.F.	**Panel Signs – District 6,** Installation of miscellaneous panel signs, bases and posts. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.). Section 701 and Standard Drawings for Section 701	**$122.00**	**$35.00**	**No Bid**

DocuSign Envelope ID: 3AF77FCE-CA41-4AA7-8891-1FE5611E59FC

Item	UOM	Article and Description	(AA)	(AB)	(AC)
509	MILE	**Mobilization – District 6,** No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station.	**$58.00**	**$57.60**	**No Bid**
510	EACH	**Discount / Payment for Invoice Items – District 6,** Amount of discount allowed on itemized materials. Invoice for accepted work. Approved invoice for accepted work approved and in place.	**0 Percent**	**0 Percent**	**No Bid**

*****510 Items Awarded Total *****

Client#: 1142866 HASSECON1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Audry Eagle
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 505 262-2621 FAX (A/C, No): E-MAIL ADDRESS: Audry.Eagle@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BITCO National Insurance Company	20109
INSURER B : Builders Trust of New Mexico	99999
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hasse Contracting Co., Inc.
PO Box 26808
Albuquerque, NM 87125

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CLP3754857	03/01/2025	03/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	CAP3754858	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			CUP3754856	03/01/2025	03/01/2026	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC1000006625	03/01/2025	03/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000
A	Leased/Rented Equipment			CLP3754857	03/01/2025	03/01/2026	$1,000,000 Limit $2,500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability & Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
737 Agua Fria St
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

The Purchasing Memo

Date: May 27, 2025

To: Governing Body, Finance Committee, and Public Works Committee

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E. (May 27, 2025 10:14 MDT)

Via: Jesse Roach, Interim Utilities Director

Subject: AAC Construction, LLC On Call Contract Amendment 1

Vendor Name: AAC Construction, LLC

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Contract Amendment #1 to General Services Contract # 3204545 with A.A.C. Construction, LLC for On Call Mechanical Construction. Amendment #1 increases the amount of compensation, to continue funding the contract through its term, by $1,000,000.00, for a total compensation of $3,000,000.00, including NMGRT.

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from Wastewater Enterprise Fund to WIP Construction to Fund a Contract with AAC Construction.

CONTRACT NUMBER:

The FY25 Munis contract number is 3204545.

BACKGROUND AND SUMMARY:

Funds were expended ahead of schedule in this contract to address ongoing compliance issues at the facility. Additional funds are needed so that we will have funding available in this contract to proceed with additional maintenance items in the last two years of this contract term.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Enterprise Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 06/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Following ITB 24/05/B a four-year contract was awarded to AAC Construction, LLC. The contract had a four-year term and total compensation of $2,000,000.00. The contract expires June 30, 2027. Amendment #1 requests an additional $1,000,000.00 in compensation to fund the contract for the remaining two years of its term.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/09/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Certificate of Liability Insurance (COI)
General Services Contract Amendment
Original contract packet

BAR

Item#_____
Munis Contract#3204545
Original Contract Item# 24-0009
ITB #: 24/05/B

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 24-0009

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated January 11, 2024 (the "Contract"), between the City of Santa Fe (the "City") and A.A.C. Construction, LLC, (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with on-call mechanical construction services.

B. Pursuant to Article 9 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 4, of the Contract is amended to increase the amount of compensation by a total of one million dollars ($1,000,000.00) so that Article 4, reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed labor rates as listed in Appendix A. The total compensation under this Agreement shall not exceed $3,000,000.00 including New Mexico gross receipts tax.

B. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and

effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber, MAYOR

DATE:

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (May 25, 2025 10:28 MDT)

Andrew Sisneros, Managing Member

DATE: 05/25/2025

CRS#03-157349-00-5

Registration # 222939

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 22, 2025 10:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 06/12/2025

FINANCE DIRECTOR

CITY OF SANTA FE

PURCHASING OFFICE

200 Lincoln Ave Room 122 Santa Fe, NM 87505

Travis Dutton-Leyda, CPO

DATE: 09/21/2023
BID NUMBER: 24/05/B
PREPARED BY: Kathy Sanchez

Item	Approx.Qty.	UOM	Article and Description	Vendor	Vendor	Vendor	Vendor
				A.A.C.	All-Rite/RiteCon	AnchorBuilt	McDowell Mechanical
			Wage Rates for Projects Under $60,000				
1	1	HR	Superintendent - Regular Hourly Rate	$225.00	$85.00	$100.00	$95.00
2	1	HR	Superintendant - Overtime Hourly Rate	$337.50	$85.00	$150.00	$142.50
3	1	HR	Journeyman or Experienced Worker - Regular Hou	$125.00	$85.00	$95.00	$65.00
4	1	HR	Journeyman or Experienced Worker - Overtime H	$187.50	$85.00	$142.50	$100.00
5	1	HR	Laborer - Regular Hourly Rate	$95.00	$75.00	$65.00	$35.00
6	1	HR	Laborer - Overtime Hourly Rate	$142.50	$75.00	$97.50	$50.00
			Wage Rates for Projects Over $60,000				
7	1	HR	Superintendent - Regular Hourly Rate	$235.00	$85.00	$105.00	$125.00
8	1	HR	Superintendant - Overtime Hourly Rate	$352.50	$85.00	$155.00	$187.50
9	1	HR	Journeyman or Experienced Worker - Regular Hou	$135.00	$85.00	$100.00	$85.00
10	1	HR	Journeyman or Experienced Worker - Overtime H	$202.50	$85.00	$150.00	$125.00
11	1	HR	Laborer - Regular Hourly Rate	$105.00	$85.00	$75.00	$55.00
12	1	HR	Laborer - Overtime Hourly Rate	$157.50	$85.00	$112.50	$75.00
			Misc. Rates				
13	1	Disc.	Discount off all materials. Enter zero if no discoun	0%	0%	0%	0%
14	1	Daily	Temporary Site office trailer, rental rate	$150.00	$100.00	$15 ($450/Month)	$450.00
15	1	Daily	Temporary fencing, rental rate	$5,000.00	$100.00	$16.75 UOM=100ft ($500/Month)	$250.00
16	1	Dialy	Sanitary/toilet facilities, rental rates	$500.00	$20.00	$6.75	$25.00

Log # *{Finance use only}*	
Journal # *{Finance use only}*	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
Public Utilities/Wastewater					5/27/2025
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)*				$ 1,000,000	$ -
--Attach supporting documentation/memo					

To increase account 572970 for the amend 1 for AAC Construction. Plese see memo for detail and add AAC for posting of BAR

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(1,000,000)
TOTAL:	**(1,000,000)**

Linda MacAllister	5/27/2025	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	ALEXIS LOTERO (Jun 18, 2025 12:04 MDT)
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}* Date
Department Director Signature	Date	*Agenda Item #:*	City Manager *{≤ $60,000}* Date

From: DUTTON-LEYDA, TRAVIS K.
To: HEERBRANDT, PAUL F.; Purchasing DET
Subject: RE: On-Call Construction contract for the Wastewater Management Division - 23-66-B
Date: Friday, March 24, 2023 4:58:19 PM
Attachments: image002.png

Greetings,

The scope of work as written is GENERAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

- While this scope of work has been determined to be general services, please check with Horizons. The scope of work must be offered to Horizons for their right of first refusal.
- Please ensure that the appropriate templates and forms are used.
- When processing this procurement, please ensure that this number (23-66-B) and the procurement name are used in the appropriate documents and the subject of emails.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the Statewide Price Agreements page to determine whether any of the agreements are applicable to this request.

Thank you for submitting this scope of work for review.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1



P.s.,

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The City of Santa Fe Public Utilities Department , Wastewater Management Division is seeking an On-call Price Agreement for the repair, replacement, modification, and rehabilitation of equipment and facilities at Paseo Real Wastewater Reclamation Facility and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call 'to the requests when such requests are originated and authorized by the City of Santa Fe.

The work under this contract is located in the City of Santa Fe at 73 Paseo Real. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Wastewater Reclamation Facility and appurtenances. Work to include repair, replacement, modification and rehabilitation of equipment and facilities include trenching, excavation, backfill and compaction at excavation site, installation of mechanical equipment, valving, or piping, and repair of various equipment.

B. The Work to include repair, replacement, modification and rehabilitation of equipment and facilities and other work issued by a Work Order includes, but is not limited to the following:

1. Installation of all specified equipment, valves, piping, etc.
2. Earthwork, grading and compaction for restoring the driving surface over disturbed areas.
3. Coordination with the WWMD Maintenance and Operational staff
8. Any other related work associated with this work, as drawn and specified in the WO.
9. Provide all required materials not provided by the WWMD.
10. Provide 12 month Contractor's warranty on installation of equipment, parts and labor, as well as warranties on equipment provided by the Contractor.

C. The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders:

The Contractor shall be responsible for State CID requirements and permit.

The Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions before signing each WO.

The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

D. The Contractor shall perform all the work required by the Wastewater Management Division, as required, on each Work Order (WO) in the Contract Documents (attached) for the City of Santa Fe Public Utilities Department, Wastewater Management Division On-call repair, replacement, modification, and rehabilitation of equipment and facilities at Paseo Real Wastewater Reclamation Facility Price Agreement.

E. The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

F. The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

G. The Contractor shall be responsible for maintaining safe practices at the site in conformance with Federal, State and Local regulations.

H. The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Wednesday, March 22, 2023 12:40 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: On-Call Construction contract for the Wastewater Management Division

I have attached a draft Scope of Work for a determination.
Thanks
Fred

P. Fred Heerbrandt, P.E.
Engineer Supervisor Wastewater
City of Santa Fe
505-955-4623
pfheerbrandt@santafenm.gov

CITY LOGO - Copy



Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109

NAME: Isai Gomez
PHONE (A/C, No, Ext): 602-374-1341 FAX (A/C, No):
E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT LOC OTHER:	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE 	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890110	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Wastewater
Management Division
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

RE: On-Call Contract.
Additional Insured includes: City of Santa Fe their officials, officers, employees, and agents.

Item# 24-0009
Munis Contract# _____
ITB # 24/05/B

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call General/Mechanical Construction Services

THIS Price Agreement is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **A.A.C Construction, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Wastewater) will establish a Price Agreement for on-call General and Mechanical Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

This Agreement is without assurance of quantity or dollar amount of work to be performed.

The Contractor shall perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.

Wastewater shall be able to utilize this On-Call Agreement as needed and as funding is available.

B. Other:

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include building power systems such as solar panels, and piping and pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor.

Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes.

Wastewater reserves the right to provide an escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services.

Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

C. Contractor:

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

Wastewater shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safeguards, safety devices, protective equipment and take any actions necessary to protect the life and health of employees on the job; the safety of the public and to protect the property in connection with the performance of the work covered by this Agreement.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Subcontracting of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of Wastewater to not interfere with the daily operations or to jeopardize the health, safety or welfare of the employees or general public conducting business with Wastewater.

D. Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

E. Clean Up and Storage:

1) The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Wastewater's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

2) The Contractor, on a daily basis, shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to Wastewater's satisfaction.

3) Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

4) Storage of materials and construction equipment shall be coordinated with Wastewater.

F. Task Order:

The Contractor shall be required to provide On-Call General Construction Services for any number of the activities listed under Scope of Work upon the request of Wastewater. When a service is identified, Wastewater shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to Wastewater. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Agreement will apply to all Task Orders.

Upon receiving the Task Order, the Contractor shall promptly visit the site and compare Wastewater's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to Wastewater at no cost to Wastewater. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size, and type of unit recommended along with any applicable efficiency data. Wastewater's standards will be discussed and taken into consideration when proposing

replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

G. Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by Wastewater. Preventative measures shall be taken by both the contractor and Wastewater prior to issuing the Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

3. Other Construction Related Terms and Conditions

A. Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

B. Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

1) Services include services performed, workmanship, and material furnished or utilized in the performance of services.
2) The Contractor shall provide and maintain an inspection system acceptable to Wastewater covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Wastewater during the term of performance of the Work and for as long thereafter as required.
3) Wastewater has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. Wastewater shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
4) If Wastewater performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at

no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

5) If any part of the services does not conform with the requirements, Wastewater may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, Wastewater may:
   i. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   ii. reduce the Purchase Order price to reflect the reduced value of the services performed.
6) If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, Wastewater may:
   i. by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by Wastewater that is directly related to the performance of such service; or
   ii. cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

C. Suspension, Delay or Interruption of Work:

Wastewater may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as Wastewater may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Agreement price.

D. Permits and Fees:

1) IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

2) The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

3) IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to Wastewater upon completion of the work in sufficient time for occupation of the facility in accordance with the approved schedule for the work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Wastewater as soon as it is obtained.

E. Schedule, Progress Meetings and Reports:

1) The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for Wastewater's information a Critical Path Construction Schedule for the work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

2) The Contractor shall perform the work in general accordance with the most recent schedule submitted to Wastewater.

3) Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three-week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

4) The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. Wastewater may request copies at any time. The reports may include:

i. report date and who prepared the report;
ii. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
iii. companies present by name and their number of workers, work location, total man hours that day for each company;
iv. equipment-type, source, units of work done, location of work, hour meter reading;
v. material brought to site-description, units, quantity, quality, location, time;
vi. visitors to site -name, company, time;
vii. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
viii. quality assurance and control -company, description of issue, specification section, issued by.

F. Close-out Requirements:

The Contractor shall submit to Wastewater a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion

including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Agreement Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

1) Work associated with Punch List(s);
2) Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Agreement Documents;
3) One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Wastewater;
4) As-Built drawings delivered in AutoCAD or electronic format;
5) Written certification signed by Wastewater of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by Wastewater;
6) Delivery of all warranties required by the work;
7) All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
8) Start-up of any new equipment and training of staff on all new equipment;
9) Operations and Maintenance Manuals;
10) A certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

G. Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to Wastewater warranties of replaced roofs and equipment offered by the manufacturer.

H. Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts.

Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to Wastewater for which the work was provided.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of

submittal data on the proposed equipment or material and shall be reviewed and approved by Wastewater.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with Wastewater's approval.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Furnishing of submittal data for any/all new equipment and materials as well as O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

Wastewater reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

4. Compensation

The City shall pay to the Contractor based upon fixed labor rates as listed in Appendix A. The total compensation under this Agreement shall not exceed $2,000,000.00 including New Mexico gross receipts tax.

5. Payment Provisions

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract

to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

6. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on the date approved by the City and end on June 30, 2027. The City reserves the right to renew the Agreement on an annual basis by mutual agreement not to exceed a total of four years in accordance with NMSA 1978, §§ 13-1- 150 through 152.

7. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

8. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 8.A and 18, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the

thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

9. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 8 herein, or to agree to the reduced funding.

10. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

11. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

12. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

13. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

14. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

15. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this

Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

25. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 27 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. Inspection

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. Inspection of Services

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

34. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in

the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily

result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Paul F. Heerbrandt, P.E., Engineer Supervisor
73 Paseo Real
Santa Fe, NM 87507

pfheerbrandt@santafenm.gov

To the Contractor:

Andrew Sisneros
18 La Luna Rd
Santa Fe, NM 87507-4312
andrew@cnsp.net

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. Performance Bond

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to Wastewater within ten (10) days of the request for the bonds. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber (Jan 11, 2024 20:52 MST)

ALAN WEBBER, MAYOR

DATE: Jan 11, 2024

CONTRACTOR:
A.A.C Construction, LLC

NAME: Andrew Sisneros

Managing member
TITLE

DATE: 10-26-2023
CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Geralyn Cardenas (Jan 12, 2024 09:19 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 01/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Dec 25, 2023 17:45 MST)

EMILY OSTER, FINANCE DIRECTOR

5000375/572970

Org.Name/Org.#

City of Santa Fe, New Mexico
Memorandum

DATE: June 30, 2025

TO: Governing Body
Finance Committee

VIA: Paul Joye, Chief of Police

FROM: Ben Valdez, Deputy Chief of Police 6/30/25
Lead Negotiator for the FY26 Management Team

ITEM AND ISSUE:
Request for approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association for FY26. The contract includes salary increases in the amount of $(1,047,623.15) for sworn and civilian bargaining unit employees. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

For FY26 the City of Santa Fe allocated $(559,490.15), which was an equivalent of a 3% increase per funded position for Santa Fe Police Officers Association (SFPOA) bargaining unit employees. In addition, $(488,133.00) was allocated from the department's budget for compensation in a manner to be congruent with the staffing structure. The agreement was ratified by the SFPOA. Below is a summary of the items negotiated:

- **Section 16 Compensation-**

  Pay Increases

  - *Civilian Classifications*
    - Base rate increase for Evidence/Property Technician $22.51
    - Base rate increase for Animal Services Officer $22.51
    - Base rate increase for Public Safety Aide $22.51
    - Base rate increase for Crime Scene Technician $27.40
    - Property-Fleet Manager, Police Training Administrator, Animal Services Officers, and Public Safety Aides that are above the minimum of their classification pay rate will receive a six percent (6%) increase from their current rate of pay.

  - *Sworn Classifications*
    - Base rate increase for Police Officer $36.08
    - Base rate increase for Senior Police Officer $43.07
      - A Senior Police Officer that is above the minimum of the classification pay rate will receive a (6%) increase from their current rate of pay.
    - Base rate increase for Police Detective $43.39
    - Base rate increase for Police Sergeant $50.03

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval of the Collective Bargaining Agreement between the City of Santa Fe and the Santa Fe Police Officers Association.

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICERS ASSOCIATION

Whole Agreement in Effect

July 1, 2025 through June 30, 2028

With changes to Whole Agreement effective July 1, 2025

Year number 1 of Whole Agreement

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I. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the "Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

WHEREAS, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

NOW THEREFORE, IT IS HEREBY AGREED:

A. The City of Santa Fe recognizes the Santa Fe Police Officer's Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.

B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances;

2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made; and

3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.

C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;

D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

II. MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.

B. Determine qualifications for employment and content of personnel examinations.

C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.

D. Direct employees and evaluate their performance, based on standards of work established by the Department.

E. Determine the standards for hire, promotion, and assignment.

F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.

G. Suspend, demote, discharge, or terminate employees for cause.

H. Relieve an employee from duty for cause or due to reduction in work force.

I. Determine the location and operation of its facilities.

J. Determine the number of personnel allocated by position and minimum staffing levels by unit.

K. Maintain the efficiency of government operations.

L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.

M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.

N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.

O. Determine methods, processes, and means by which Department services are provided.

P. Provide rules and regulations governing the conduct of employees.

Q. Retain all rights not specifically limited by this collective bargaining Agreement or by the Public Employee Bargaining Act.

Section 1 ASSOCIATION REPRESENTATIVE

A. The Employer will have an open door policy for the Association Representative for the length of this contract. The Association and the Employer agree to attempt to handle all grievances at the lowest level. At the Chief's discretion and upon written request additional time may be granted for other activities (i.e. meetings, trainings, etc.).

B. At the discretion of the Chief, representatives of the Association may be granted time off without pay for the purpose of attending training related to labor/management relations not to exceed 216 hours per calendar year for all representatives collectively. Each employee shall be responsible for arranging the time off with their immediate supervisor. Time off shall not be unreasonably denied. All training time will be documented on a Request for Leave form.

C. The Chief of Police or designees shall provide administrative leave with pay for the Union President/Vice President/Secretary/Treasurer and Board Members on duty to assist in the resolution of union/management issues, when such leave is in the interest of the efficiency of City Government and in the best interest of the police department. All time off with pay for union/management business, shall be documented on payroll time sheets, and on P-30 leave request forms as "union" administrative leave. Union representatives shall first request and receive authorization from their supervisors prior to leaving their work sites for any union/management business. Time off shall not be unreasonably denied. Union Officers/ Representatives who work during swing or graveyard shift may have their work schedules adjusted when it is necessary to attend official union/management meetings during normal business hours with the Employer.

On duty representatives shall be restricted to a maximum amount of Union Administrative Leave per year to assist in the resolution of union/management issues.

- President 420 hours per year
- Vice President 360 hours per year
- Secretary 120 hours per year
- Treasurer 120 hours per year
- Other Board Members 80 hours per year

With the exception of Labor Management or Negotiations, for any above given meeting or grievance, no more than two (2) union representatives; shall be allowed to leave the work site and/or receive compensation, except as allowed by the Chief.

D. **WORK STOPPAGES**

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.

B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.

C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

Section 3 UNIFORMS/CLOTHING

A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.

B. Bargaining unit employees will be allocated $650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional $50.00 annually for a total allocation of $700.00 annually on the check identified above. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

1)	Shirts	11)	Cold Weather Clothing
2)	Trousers	12)	Socks
3)	Ties	13)	Raingear
4)	Footwear	14)	Patches
5)	Jackets/Coats	15)	Nametags
6)	Gloves	16)	Pins
7)	Equipment Belts	17)	Court Attire
8)	Equipment Holsters	18)	Coveralls
9)	Headwear	19)	Safety Vests
10)	Trouser Belts	20)	Flashlight
		21)	Non-Prescription Safety Eyewear

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

Section 4 FIREARMS TRAINING

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training. At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

Section 5 TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Section 6 TRAINING AND EDUCATION

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."

2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

Section 7 MATERNITY LEAVE

The City will comply with the provisions of the Family Medical Leave Act.

Section 8 MILITARY LEAVE

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

1to 30 days – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

31 to 180 days – The employee can return to work within **14 days** after the active military orders expire.

Over 180 days - Employee can return to work within **90 days** after the active military orders expires.
EXAMPLE; if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1st,** the employee is not required to return to work until at least **July 14.**

To the extent the above is inconsistent with USERRA, USERRA will govern.

Section 9 ANNUAL MILITARY TRAINING

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

Training orders:
Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

Active Duty/ Deployment orders:
Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.

Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

Section 11 HARASSMENT

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

COMPLAINT PROCEDURE:

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

Section 12 EMPLOYEE SAFETY AND HEALTH

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3. Comply with applicable laws.

Section 12A LIGHT DUTY

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

Section 12B MEDICAL SEPARATION

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

Section 13 ADMINISTRATIVE LEAVE

A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

B. **Special Days**:

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.

2. Ten (10) hours administrative leave for every calendar year of unused sick leave.

C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15th of each year.

Section 13B PERSONAL HOLIDAY

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

Section 14 [Reserved]

Section 15 **EXAMINATIONS**

A. **Physical Fitness:**

1. All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.

2. All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.

3. In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.

   a. The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.

   b. Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.

   c. Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.

   d. An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.

   e. This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60)

days written notice of intent to the Association. The Employer and the Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.

f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

B. **Medical Physical**

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

C. **Psychological Evaluations**

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

D. **Drug and Alcohol Testing**

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

E. **ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

Section 16 COMPENSATION

A. PAY PLAN

1. **PAY PLAN** - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions**:

1. Sworn positions shall consist of the following classifications:

Police Officer	*Senior Police Officer*
Police Detective	*Police Sergeant*

b. **Non-Sworn Positions**:

1. Non-sworn positions shall consist of the following classifications:

Public Safety Aide	*Animal Service Officer*
Crime Scene Technician	*Property-Fleet Manager*
Evidence/Property Technician	*Police Training Administrator*

2. **SALARY INEQUITIES** – Possible salary inequities that are discovered shall be reviewed by the Police Chief and HR, and any actions shall require approval of the City Manager.

3. **SALARY INCREASE -**
The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

- **Fiscal Year 2026:**

The salary increase will be effective the first full pay period in fiscal year 2026 and upon approval of this agreement by the City's Governing Body.

Sworn Positions:

Bargaining Unit employees in a Sworn Position will increase to the minimum of the classification pay rate. Employees that are above the minimum of the classification pay rate will receive a six percent (6%) increase from their current rate of pay.

Police Officer	$36.08
Senior Police Officer	$43.07
Detective	$43.39
Sergeant	$50.03

Non-Sworn Positions:

Bargaining Unit employees in a Non-Sworn Position will increase to the minimum of the classification pay rate. Employees that are above the minimum of the classification pay rate will receive a six percent (6%) increase from their current rate of pay.

Public Safety Aide	$22.51
Animal Services Officer	$22.51
Crime Scene Technician	$27.40
Property-Fleet Manager	$28.1609
Evidence/Property Technician	$22.51
Police Training Administrator	$28.1609

B. PROMOTIONS

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.

    a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.

    b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.

2. Non-probationary employees who meet the minimum requirements/qualifications for Detective and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/ classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

C. COURT ALLOWANCE

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime.* Employees appearing in court during their tour of duty will receive "court time.

D. BILINGUAL PAY

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this sub-section. The languages currently recognized by this agreement are as follows:

   -Spanish

2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.

3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.

4. Employees who are certified in the conversational area shall be paid $100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.

5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid $140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the $140.00. Proof of certification shall be prepared by the said

neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.

6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).

7. Payments under this plan shall be made the first pay period after testing has been completed.

E. SPECIALIZED UNITS:

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	$100.00 per month
K-9 Officers	$100.00 per month
E.O.D.	$100.00 per month
F.T.O.	$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O. Certification, Basic SWAT Certification, EOD certification, K-9 Certification)

Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

F. FIELD TRAINING PROGRAM

There will be 8 eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training. The FTO incentive pay shall only be for the 8 sworn personnel assigned as FTO's conducting patrol field training for police cadets and lateral police officers.

G. SHIFT DIFFERENTIAL

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
Police Officer	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 60 months of service with any law enforcement department	$36.08
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	$43.07
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	$43.30
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	$50.03
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

Classification Non – Sworn	Minimum Pay Rate
Public Safety Aide	$22.51
Animal Services Officer	$22.51
Crime Scene Technician	$27.40
Property – Fleet Manager	$28.1609
Evidence/Property Technician	$22.51
Police Training Administrator	$28.1609

Section 17 ANNUAL LEAVE

A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):

0-1 year of service: up to 100 hours per calendar year.

1-5 years of service: up to 126 hours per calendar year.

5-10 years of service: up to 146 hours per calendar year.

10-15 years of service: up to 167 hours per calendar year.

15-20 years of service: up to 191 hours per calendar year.

20 and more years of service: up to 215 hours per calendar year.

B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.

C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.

D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:

1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.

2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.

3. Sufficient City funding is available.

F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.

G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Section 18 SENIORITY

A. Department Seniority is defined in Department Directive 15.1 Seniority:

1. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)

B. Seniority Determination for Groups of Employees Hired the same day in the same classification:

1. Groups of employees with the same date of hire in the same classification shall be identified.

2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.

3. If employees have the same overall test score on the entrance examination administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.

- Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most

seniority and the employee with the highest lottery number will have the least seniority within that group.

4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.

5. Seniority shall be defined as continuous time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue. Continuous service with the Santa Fe Police Department in civilian status SHALL NOT count for seniority purposes upon transfer to sworn commission status.

6. In the case of Patrol Section, Criminal Investigations Section Division, Support Operations Section, and Administration Division time within the division/section/unit will be the considering factor for equipment/vehicle issue.

7. Sergeants will continue to utilize time in service in these areas.

8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

C. **Patrol Shift Bid**:

1. Patrol Shift Bid will only be conducted for Sergeants and Police Officers assigned to the Patrol Section.

2. Patrol Shift Bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as a sworn/ commissioned police officer with the Santa Fe Police Department. Continuous service with the Santa Fe Police Department in civilian status SHALL NOT count for seniority purposes upon transfer to sworn commissioned status.

   a. Sergeants will continue to utilize time in grade for shift bid purposes.
   b. Each employee shall be granted 10 minutes to select his/her team placement.
   c. Two weeks prior to the bid date the Department shall post a list advising the employees of their designated date and time to bid.

3. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.

4. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their

designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

5. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.

6. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.

7. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

Section 18A Reemployment

A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

Section 18B Lateral Officer/Retired Officer Hire Program

GOAL: The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

1. Lateral Officers:

a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A lateral officer upon holding the position/title of "Senior Officer" with the Santa Fe Police Department, will be eligible to test for Sergeant after two (2) consecutive years of service.

e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

2. <u>Retired Officers:</u>

a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A retired officer upon holding the position/title of "Senior Officer" with the Santa Fe Police Department, will be eligible to test for Sergeant after two (2) consecutive years of service.

Section 19 HOLIDAYS

A. The following are days which are adopted as legal holidays by the City Council:

New Year's Day (January 1st) (Actual)
Martin Luther King Jr. Day (City Observed)
President's Day (Observed the Friday after Thanksgiving)
Memorial Day (City Observed)
Juneteenth (City Observed)
Independence Day (July 4th) (Actual)
Labor Day (City Observed)
Fiesta Holiday (Four hours on Friday of Fiesta Holiday)

Indigenous People's Day (Observed December 24th)
Veterans (November 11th) (Actual)
Thanksgiving Day (4th Thursday in November) (Actual)
Christmas Day (December 25th) (Actual)

B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

Section 20 SICK LEAVE

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

A. SICK LEAVE ACCRUALS:

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

0-1 year of service: up to 72 hours per calendar year.
1-5 years of service: up to 96 hours per calendar year.
5-10 years of service: up to 112 hours per calendar year.
10-15 years of service: up to 128 hours per calendar year.
15-20 years of service: up to 144 hours per calendar year.
20 and more years of service: up to 159 hours per calendar year.

B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.

C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.

D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:

1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.

2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.

3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.

E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.

F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:

1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.

3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

5. Sufficient City funding is available.

G. An employee is not required to sell the leave in excess of the minimum balance.

H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If

the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.

2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.

3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

I. SICK LEAVE BANK:

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

1. Eligibility and Limitations

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.

b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.

d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible.

1. For 2024, the contributions must be made by July 31, 2024 for 2025 and thereafter the contributions must be made by January 31st of every calendar year to be eligible to participate in the Sick Leave Bank for the current calendar year. Before the deduction is made by payroll an employee must sign the authorization form.

2. To be eligible to receive up to 480 hours from the Sick Leave Bank, employees must contribute for a minimum of two consecutive years, to include the current calendar year of which the request for the Sick Leave Bank is being made. If an employee does not contribute for a minimum of two consecutive years, the Sick Leave Bank may be granted on a case-by-case basis.

e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.

1. A bargaining unit employee may only request or solicit the Sick Leave Bank for a qualifying FMLA event. If a secondary event occurs and the bargaining unit employee requires additional time for that event, the bargaining unit employee must reapply for FMLA or have the current FMLA paperwork extended to include the new qualifying event.

f. Benefits from the bank are not available retroactively.

g. Once benefits are donated, they are no longer available to the employees.

h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. **Qualifying Exigency for Military Family Leave (FMLA):**

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Birth, Adoption, or Fostering of a child:**

Any bargaining unit employee, regardless of gender, seeking time from the Sick Leave Bank for the birth, adoption, or fostering of a child, will only be given 80 hours from the Sick Leve Bank.

a. If an employee desires more than 80 hours of Sick Leave Bank, the employee must solicit time from other bargaining unit employees. Employees must solicit their own hours prior/concurrently to using the Sick Leave Bank, except in catastrophic cases (the board will determine catastrophic). The employee may not use the City's e-mail system for solicitation.

4. Donations

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.

b. Bargaining unit employees may donate annual leave, compensatory time, or individually accrued sick leave to another bargaining unit employee within this bargaining unit if a situation arises which forces an enrolled Sick Leave Bank employee to use all his/her sick leave, personal leave, compensatory time, administrative leave, and annual leave for an absence on FMLA.

c. Bargaining unit employees that donate accrued time to bargaining unit employee must maintain at least 160 hours of annual leave, compensatory time, or accrued sick leave, after donating to a bargaining unit employee.

d. Donated leave shall not extend the 12 weeks of leave permitted under the Family and Medical Leave Act.

e. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1)]

5. Withdrawals

a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.

b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian, conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.

c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

Section 21 HOURS OF WORK AND OVERTIME

A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.

1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.

2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.

4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing and employee from a day shift to a graveyard shift or vice versa.

C. **Rest Periods**

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.

2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.

3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

D. **Compensatory Time**:

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

E. **Fair Labor Standards Act**

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

Section 22 EXTRA DUTY ASSIGNMENTS

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.

B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.

C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list. Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.

D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.

E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.

F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.

G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.

H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

Section 23 OUTSIDE EMPLOYMENT

Outside Employment will be granted in accordance with Directive 29.1.

Section 24 EARLY RETIREMENT

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:

1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.

2. An employee may not experience any type of salary increase during the period of conversion.

3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

Section 25 LIABILITY PROTECTION

A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 26 GROUP MEDICAL INSURANCE

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

Section 27 WORKERS COMPENSATION

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

Section 28 JURY DUTY AND WITNESS PAY

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.

Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

Section 29 ON CALL AND CALL BACKS

A. On call Status:

1. The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal ServicesUnit, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

a. On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of

four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).

b. Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.

c. Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.

d. The Department shall provide a cellular telephone to any employee assigned to on-call status.

e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

1. At the discretion of the Chief or designee

2. Serious illness or injury

3. Family emergency

4. The Employer shall compensate employees assigned to the on-call program.

5. Employees assigned to the on-call program shall receive one-hundred dollars ($100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.

6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.

7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time

of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

B. **Call Back Time**:

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander. The rate of pay will be in compliance with Section 21 *Hours of Work and Overtime.*

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

Section 30 DEFERRED COMPENSATION PROGRAM

The Employer will provide opportunities to participate in a 457b.

Section 31 CHECK OFF AUTHORIZATION

A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.

B. The Employer shall pay the amount withheld to the Association.

C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council31, 138 S. Ct. 2448 (2018),

D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

Section 32 LAY OFF AND RECALL

A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.

B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:

1. Seniority of the employee,
2. Training, skills, and abilities of the employee, and
3. Departmental needs.

C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:

1. Seniority of the employee
2. Qualifications of personnel
3. The nature of the transfer and the skills called for within the unit being transferred to
4. Departmental needs, and
5. The stated assignment preferences

D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:

1. Seniority of the employee
2. Training, skills, and abilities of the employee
3. Disciplinary history of the employee for the past twelve (12) months, and
4. The stated assignment preferences

E. The term "seniority" for the purposes of this section is set forth in Section 18: "Seniority" of this Agreement.

Section 33 INTERNAL AFFAIRS

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

A. PURPOSE

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.

2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.

3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case "Garrity vs. New Jersey:, and Weingarten Rights originating from the 1975 U.S. Supreme Court Case "NLRB vs. Weingarten, Inc." 420 U.S. 251, 88 LRRM 2689.

B. ORGANIZATION & STAFFING

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.

    a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.

    b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

C. RESPONSIBILITIES & DUTIES

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;

2. Conducting the investigation of alleged or suspected misconduct within the department;

3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;

4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.

5. Administering, maintaining and investigating civil actions brought against the Department;

6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

D. AUTHORITY

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.

2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.

3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

E. FINDINGS

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.

2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.

3. Unfounded - there is no basis for the complaint, not founded on fact or truth.

4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the evidence, but may not preclude opinions derived from training, experience and work related knowledge.

F. DUTY STATUS DURING INVESTIGATION

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

A. Continue the employee on duty as assigned.

B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.

C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.

D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

G. EMPLOYEE RIGHTS

A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

Section 34 DISCIPLINARY ACTION

A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

B. **Administrative Investigations**

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

C. **Basis for Employee Discipline**

1. **Discipline**

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

2. **Approval by the City Manager**

Disciplinary action beginning at a Written Reprimand shall require approval of the City Manager before implementation. Whenever such approval is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

3. **Progressive Discipline**

An employee shall be progressively disciplined based on the nature of the infractions(s). Each case of inadequate performance or act of misconduct shall be

judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

a. **Officer Conference:** A*n* officer conference by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use an officer conference first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. An officer conference is issued directly from the supervisor to the employee and does not require chain of command approval. Causes of an officer conference include, but are not limited to:

    1. Substandard work performance
    2. Tardiness

    Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more than two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan (PADP) or interim Performance Appraisal Development Plan (PADP). A letter of counseling must be approved through the chain of command by a Deputy Chief of Police. Causes of letter of counseling include, but are not limited to:

    1. Repeated tardiness
    2. Missed court appearance/administrative hearing in a misdemeanor case

c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

e. **Demotion and Dismissal:** An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs
9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. Loudermill Rights. Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill*.

2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.

3. **Hearing Procedure**. The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.

4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

5. **Decision. The Chief, or designee**, shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.

6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City

Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

Section 35 GRIEVANCE AND APPEAL PROCEDURES

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

A. Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.

2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.

3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:

    1. The name and position of the affected employee.
    2. A clear and concise statement of the grievance.
    3. The issue or issues involved.
    4. The relief sought.
    5. The date the incident or violation took place.
    6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

B. Formal Grievance Procedure

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

C. Miscellaneous

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.

2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.

3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.

4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

D. Arbitration

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.

2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.

5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.

6. Each party shall pay one-half of the arbitrator's fees and expenses.

7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

Section 36 PROBATION PERIOD

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

Section 37 FILLING OF VACANCIES

A. PERMANENT VACANCIES

1. **Merit Principles**

A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:

1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;

2. Equitable and adequate compensation will be provided;

3. employees will be trained as needed to assure high-quality performance;

4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;

6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

2. Posting of Vacancies

a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).

b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

3. Filing

a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.

b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

4. Examinations

a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.

b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

5. Character

a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.

b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.

c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

6. Administration

a. The Human Resources Director shall publish the dates and location of the scheduled test.

b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.

c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in question. A testing specialist from the Human Resources Department will proctor all oral tests.

d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.

e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be

brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

7. Scoring

a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.

b. The observed (raw) score shall be used to rank the candidates.

8. Notice of Results

Notification of test results shall be in writing and made within 30 calendar days of the test date.

9. Confidentiality

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

10. List of Eligibles

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.

11. Establishment

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

12. Names

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

13. Supplemental Registers

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

14. Duration of Names

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

15. Requests for Hire

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

16. General

a. Selection for appointment to a position in the Department shall be made from a list of eligibles.

b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s)

were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:

1. Unsatisfactory work performance.

2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.

3. Lack of specialized knowledge for the position.

B. TEMPORARY VACANCIES

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.

2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.

4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.

6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

C. ASSIGNMENTS AND TRANSFERS

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

    a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.

    b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.

    c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.

    d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

    e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the

requests and the request is approved through the chain of command with the Chief having the final approval.

Section 38 EDUCATIONAL INCENTIVE PAY

A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	$ 50.00 per month
Bachelor's Degree	$ 100.00 per month
Master's Degree	$ 150.00 per month

B. To be eligible for educational incentive pay, an employee must:

1. Have successfully completed his/her probationary period

2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

Section 39 STAFFING

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

Section 40 LABOR MANAGEMENT COMMITTEE

The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

Section 41 CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS

A. The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.

B. The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

1. The Employer will provide training when deemed necessary.

Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

Section 43 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

Section 44 TERMS OF AGREEMENT

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2028. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2025/2026, 2026/2027, 2027/2028 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1st. Negotiations shall begin no later than August 15th unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

Section 16: Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.

APPENDIX A

AN ACT

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TILE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.

B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.

C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;

B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;

C. Prior to commencement of any interrogation session:

(1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

(2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of

the OFFICER's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation; and

(3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;

D. During the interrogation session, the following requirements shall be adhered to:

(1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;

(2) there shall not be more than two interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions;

(3) the combined duration of an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;

(4) there shall not be more than two interrogators at any given time;

(5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and

(6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;

E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and

F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

A. All other reasonable investigative means have been exhausted; and

B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may

cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;

(1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and

(2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.

B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.

B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

APPENDIX B

Car Plan

I. Officer Assigned Vehicle Program:

A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.

B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.

C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.

D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.

II. General Regulations:

A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.

B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.

C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.

D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.

E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:

1. Approved Ride-Along.

2. Children for day care only when an emergency arises, and a supervisor is notified.

F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.

H. In the event any officer is placed on light duty status they:

1. Shall not be allowed to drive a marked unit.

2. Will turn in the marked unit.

3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

A. Officers and non-sworn employees will not utilize vehicles more than fifty-five (55) radius miles from the City of Santa Fe municipal limits, except on official business.

B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.

C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers

will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.

D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

Personnel	Gallons per Vehicle per Week
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week's balance carry over to the following week's allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.

F. The safety of passengers rests solely with the officers operating the City vehicle.

G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.

H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.

I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:

1. Making anything but minor adjustments

2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.

3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage

4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots

5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.

B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.

C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.

D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.

E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.

F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:

1. Cleanliness -- interior and exterior

2. Maintenance -- performed at the proper interval

3. Equipment – Inventoried and in good working order

Random audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.

G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.

1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan and up to 180 days for any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.

I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.

J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

APPENDIX C

CITY OF SANTA FE
RESOLUTION NO. 1988-11
INTRODUCED BY:
A RESOLUTION

SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required...., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

APPENDIX D

DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT

SECTION 1. POLICY

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

A. PUBLIC SAFETY: Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.

B. PUBLIC TRUST AND INTEGRITY: The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.

C. WITNESS IMPEACHMENT: Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.

D. EMPLOYEE MORALE/SAFETY: Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

E. LOSS OF PRODUCTIVITY: The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

SECTION 2. PURPOSE

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

SECTION 3. DEFINITIONS

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

APPLICANT is an individual who is seeking to be employed in a position with the Police Department.

CONTROLLED SUBSTANCE is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

DRUG TEST is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

DRUG ALCOHOL PROGRAM MANAGER is a city employee responsible for administering the drug and alcohol-testing program.

EMPLOYEE refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

SAFETY SENSITIVE EMPLOYEE means an employee who performs the duties of a safety-sensitive position as identified in this policy.

SAFETY SENSITIVE POSITION means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides
3. Animal Services Officers

4. Crime Scene Technicians
5. Property/Evidence Technicians
6. Property/Fleet Manager
7. Training Administrator

SUBSTANCE ABUSE PROFESSIONAL is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

VERIFIED NEGATIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation ("D.O.T.") testing.

VERIFIED POSITIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

SECTION 4. PROHIBITIONS AND RESPONSIBILITIES

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.

2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.

3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.

4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.

5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.

3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.

4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. A *Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

SECTION 5. EDUCATION

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

SECTION 6. SUBSTANCES TESTED

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol

including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphétamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

SECTION 7. TYPES OF TESTING

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

A. Pre-employment tests
B. Post-accident tests
C. Random tests
D. Reasonable suspicion tests
E. Return to duty/Follow-up tests

SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

49 CFR PART 40

Subpart A
40.3 Definitions

Subpart B – Drug Testing
40.21 The drugs.
40.23 Preparation for testing.
40.25 Specimen collection procedures.
40.27 Laboratory Human Resources.
40.29 Laboratory analysis procedures.
40.31 Quality assurance and quality control.
40.33 Reporting and review of results.
40.35 Protection of employee records.
40.37 Individual access to test and laboratory certification results.
40.39 Use of DHHS – certified laboratories.

Subpart C – Alcohol Testing
40.51 The breath alcohol technician.
40.53 Devices to be used for breath alcohol tests.
40.55 Quality assurance plans for EBT's.
40.57 Locations for breath alcohol testing.
40.59 The breath alcohol testing form and log book.
40.61 Preparation for breath alcohol testing.
40.63 Procedures for screening tests.
40.65 Procedures for confirmations tests.
40.67 Refusal to test and uncompleted tests.
40.69 Inability to provide and adequate amount of breath.
40.79 Invalid tests.
40.81 Availability and disclosure of alcohol testing information about individual employees.
40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same ***testing procedures***, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

SECTION 9. PRE-EMPLOYMENT TESTING

A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.

B. Disqualification from Employment

1. Applicants for initial hire will be disqualified from employment if they:

a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or

b. refuse to provide a urine sample; or

c. attempt to alter, taint or otherwise provide a false sample; or

d. test positive for the presence of one of the substances listed in Section 6.

SECTION 10. POST-ACCIDENT TESTING

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.

B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.

C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).

D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.

E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

SECTION 11. VOLUNTARY TESTING

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

SECTION 12. RANDOM TESTING

A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for

administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.

1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.

B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.

C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:

1. all safety sensitive employees of the Special Operations and K9 units.

2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."

3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:

1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

SECTION 13. REASONABLE SUSPICION TESTING

A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.

B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;

2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;

3. an arrest for drug related charges.

C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.

D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

SECTION 14. RETURN TO WORK TESTING

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

SECTION 15. FOLLOW-UP TESTING

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.

2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

(a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and

(b) signs a conditional retention of employment agreement; and

(c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and

(d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act ("FMLA") until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

(a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty, or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).

(b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee's scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

(c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,

(d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or

(e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or

(f) has a confirmed positive drug or alcohol test

SECTION 17. CONFIDENTIALITY

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

SECTION 19. APPEALS

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

SECTION 20. LEGAL ISSUES

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. See *Schmerber v. California,* 384 U.S. 757, 761 (1966); see also *State v. Richardson,* 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey,* 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2025.

_____
Alan M. Webber, Mayor

ATTEST:

_____
Andrea Salazar, City Clerk

APPROVED AS TO FORM:

Christopher W. Ryan
Christopher W. Ryan (Jul 1, 2025 11:01 MDT)
_____
Christopher Ryan, Senior Assistant City Attorney

Santa Fe Police Officers Association:

James Plummer
James Plummer (Jul 1, 2025 11:05 MDT)
_____
James Plummer, President

CITY OF SANTA FE

Memorandum

Date: June 5, 2025

To: Governing Body, Public Works and Utilities Committee, and Finance Committee

From: Gabrielle Chavez, Transit Director of Administration GC

Via: Regina Wheeler, Public Works Department Director RW

RE: FY26 NCRTD Regional Tax Distribution for the City of Santa Fe

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EXECUTIVE SUMMARY:

The proposed resolution requests Governing Body approval for the City of Santa Fe's ("City's") Regional Fiscal Year 2026 ("FY2026") Annual Transit Service Plan accepting the North Central Regional Transit District's (NCRTD) FY2026 proposed funding to provide $1,421,890 to the City for operating costs of Regional Transit services. Should the Governing Body approve the Regional FY2026 Annual Transit Service Plan via this resolution, the Public Works Department will forward a copy of the Resolution to the Board of Directors of the NCRTD for its approval.

BACKGROUND:

NCRTD was created in 2004 by agreement between the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, and Tesuque Pueblo. In 2008, the City withdrew from the NCRTD, and the NCRTD then updated the terms of membership in its Resolution 2008-11. As a result of City Resolution 2008-14, the City re-joined the NCRTD and expanded City-delivered transit services to provide connected transportation to and from the Rail Runner. These regional, City-delivered transit services make the City eligible to receive its portion of the regional transit district increment of Gross Receipt Tax revenue managed by the NCRTD.

The services provided by Santa Fe Trails are outlined in the City's Regional FY2026 Annual Transit Service Plan. The services include connections to and from the Rail Runner, the Santa Fe Pick- Up Historic District Shuttle, and Special Events Services.

NCRTD requires that this resolution be provided to the NCRTD Board by July 24, 2025, to secure this funding for regional transit services provided by the City.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2026; ACCEPTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S (NCRTD'S) FISCAL YEAR 2026 PROPOSED FUNDING OF REGIONAL SERVICES PROVIDED BY THE CITY OF SANTA FE ("CITY") OF $1,421,890; AND APPROVING SUBMITTING THE CITY'S REGIONAL ANNUAL TRANSIT SERVICE PLAN FOR FISCAL YEAR 2026 TO THE NCRTD'S BOARD OF DIRECTORS FOR APPROVAL.

WHEREAS, the Regional Transit Act, NMSA 1978, Section 73-25-4, authorizes a combination of two (2) or more governmental entities to create a regional transit district; and

WHEREAS, the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe ("City"), Santa Fe County, and Tesuque Pueblo entered an agreement to create the North Central Regional Transit District ("NCRTD") in 2004; and

WHEREAS, Resolution 2008-55 withdrew the City from the NCRTD; and

WHEREAS, NCRTD's Resolution 2008-14 stated that "in order to create a truly effective and efficient regional system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the City of Santa Fe should be a member of the District" and updated terms of the membership; and

WHEREAS, through Resolution 2008-87, the City joined the NCRTD under the updated terms of NCRTD's Resolution 2008-14 and, soon thereafter, expanded City-delivered transit services to provide connected transportation to and from the Rail Runner, through funding made available by the NCRTD; and

WHEREAS, the City provides regional service routes as described in the Annual Transit Service Plan detailed below, and NCRTD's Resolution 2011-10 requires that, prior to committing Regional Transit Gross Receipts Transit taxes, the routes must be included in the City's "annual service plan and adopted by the NCRTD Board as well"; and

WHEREAS, the Transit Division of the City's Public Works Department has implemented the following regional transit services for adoption as the City's Regional Fiscal Year 2026 Annual Transit Service Plan:

1. Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as Rancho Viejo and Santa Fe Community College;

2. Santa Fe Trails Route 2 and 4, serving inbound and outbound Rail Runner trains at South Capitol Station;

3. Santa Fe Pick-Up Historic District Shuttle operations, providing shuttle service to and from the Rail Runner station at the Railyard and downtown destinations;

4. Special Event Services to:

    a. accommodate visitors and residents alike;

    b. meet increased demand for Rail Runner transfers;

    c. Folk Art Market, Spanish Market, and Indian Market weekends; and

annual community celebrations of Zozobra and the Canyon Road Farolito Walk; and

WHEREAS, the Public Works Department understands that NCRTD has identified funding in the amount of $1,421,890 in its Fiscal Year 2026 budget to keep the aforementioned regional services, operated by the City, funded and operating through Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it adopts the City's Regional Fiscal Year 2026 Annual Transit Service Plan described above.

BE IT FURTHER RESOLVED that the City will accept NCRTD's reimbursement to the City for regional transit services it provides, up to $1,421,890.

BE IT FURTHER RESOLVED that a representative from the Public Works Department shall forward a copy of this Resolution to NCRTD's Board of Directors.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 17, 2025 11:56 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10690.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting NCRTD's City of Santa Fe Regional FY 2026 Annual Transit Service Plan

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): Public Works Department-Transit Division

Staff Completing FIR: Gabrielle Chavez **Date:** 6/9/2025 **Phone:** (505) 469-3405

Reviewed by City Attorney: Erin McSherry **Date:** 06/17/2025
Erin McSherry (Jun 17, 2025 11:56 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/17/2025

Summary:
This resolution accepts the Fiscal year 2026 ("FY2026") North Central Regional Transit District's ("NCRTD") proposed funding to provide $1,421,890 to the City of Santa Fe ("City") for regional transit services and approves the City's Regional FY2026 Annual Transit Service Plan.

Departments Affected:
Public Works Department (Transit Division).

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's Transit Division will not receive reimbursement up to $1,421,890 of Regional Transit Gross Receipt taxes due to the City for connection transportation services provided by Santa Fe Trails to and from the Rail Runner and other agreed upon routes and special events.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Approval of the City's Regional FY2026 Annual Transit Service Plan will allow continued operation of a number of transit services currently in operation, that are funded through the Regional Transit tax dispersed by the NCRTD.

Fiscal Implications:
The NCRTD's approved FY2026 budget includes $1,421,890 allocated to the City for expenditures for Regional Transit services on behalf of the NCRTD. These services will be delivered by Santa Fe Trails as indicated in the City's Regional FY2026 Annual Transit Service Plan. Funding is recuperated quarterly by way of invoicing NCRTD for services provided.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The NCRTD's approved FY2026 budget includes $1,421,890.00 allocated to the City for expenditures for regional transit services on behalf of the NCRTD. These services will be delivered by Santa Fe Trails as indicated in the City's Regional Transit Service Plan.

Signature: Regina Wheeler
Regina Wheeler (Jun 17, 2025 14:19 MDT)

Email: rawheeler@santafenm.gov

Signature:
Gabrielle Chavez (Jun 17, 2025 14:27 MDT)

Email: gnchavez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 22, 2025

To: Public Works and Utilities Committee, Finance Committee, and Governing Body

From: Regina Wheeler, Public Works Department Director RW

RE: Adoption of the 2027-2031 Infrastructure Capital Improvement Plan

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EXECUTIVE SUMMARY:

The proposed resolution describes the 2027-2031 Infrastructure Capital Improvement Plan ("ICIP") for the City of Santa Fe ("City"). District and City capital priorities will be identified in the subsequent Legislative Priorities Resolution for the 2026 New Mexico Legislative Session.

BACKGROUND:

The ICIP is a planning tool that establishes priorities for anticipated infrastructure projects for counties, municipalities, tribal governments, special districts, and senior citizen services. The Department of Finance and Administration ("DFA"), Local Government Division, administers the local government ICIP. Each year, the City submits a list of the City's anticipated capital projects to the DFA, requesting capital project funding from the State. This year the plan, along with the adopted resolution, is due to the DFA on July 11, 2025.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

Mayor Alan Webber

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN.

WHEREAS, the City of Santa Fe ("City"), New Mexico, a New Mexico municipal corporation, recognizes that the financing of public capital projects is a major concern in New Mexico and nationally; and

WHEREAS, in times of scare resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, the City's plan for capital projects contributes to local and regional project identification and selection in short and long-range capital planning efforts; and

WHEREAS, the State of New Mexico's ("State's") Department of Finance and Administration requires the City to adopt a resolution identifying a five-year Infrastructure Capital Improvement Plan ("ICIP"), as specified in its ICIP Guidelines – Submissions Specifications, in

order for the City to receive capital outlay funding from the State.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that

1. It adopts the attached 2027-2031 Infrastructure Capital Improvements Plan ("Plan"); and

2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range, capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 24, 2025 09:27 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2027-2031 Infrastructure Capital Improvements Plan

Santa Fe
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031	Total Project Cost	Amount Not Yet Funded	Phases?
43735	2027	001	Large Capacity Noncongregate Shelter	Facilities - Housing-Related Cap Infrastructure	0	10,000,000	17,000,000	0	0	0	27,000,000	27,000,000	Yes
41218	2027	002	Replacement Paseo Real Wstewtr Reclamation Fac	Other - Utilities (publicly owned)	1,600,000	22,000,000	198,000,000	0	0	0	221,600,000	220,000,000	No
43741	2027	003	Police Training Facility	Facilities - Public Safety Facilities	0	750,000	7,250,000	250,000	0	0	8,250,000	8,250,000	Yes
32333	2027	004	Airport Terminal Expansion Phase II	Transportation - Airports	2,590,000	20,000,000	0	0	0	0	22,590,000	20,000,000	Yes
36137	2027	005	Midtown Redevelopment Infrastructure Improvements	Facilities - Housing-Related Cap Infrastructure	8,000,000	20,000,000	20,000,000	0	0	0	48,000,000	40,000,000	No
43742	2027	006	SF Police Dept Internal Affairs Facility	Facilities - Public Safety Facilities	0	7,250,000	0	250,000	0	0	7,500,000	7,500,000	Yes
39893	2027	007	Richards Avenue Extension	Transportation - Bike/Pedestrian/Equestrian	1,525,000	2,850,000	27,000,000	0	0	0	31,375,000	29,850,000	Yes
40038	2027	008	Fire Station Remodels for Response	Facilities - Public Safety Facilities	6,845,000	4,000,000	0	0	0	0	10,845,000	4,000,000	Yes
39332	2027	009	San Juan Chama Return Flow Project	Water - Water Supply	4,606,333	35,000,000	28,745,640	0	0	0	68,351,976	63,745,640	No
43733	2027	010	Herb Martinez Park Improvements	Facilities - Other	0	875,000	0	0	0	0	875,000	875,000	Yes
36136	2027	011	21st Century Midtown Library & Community Center	Facilities - Libraries	300,000	2,500,000	20,000,000	0	0	0	22,800,000	22,500,000	Yes
36178	2027	012	Santa Fe Median Beautification Phase I	Transportation - Medians	1,710,000	1,830,000	0	0	0	0	3,540,000	1,830,000	Yes
43730	2027	013	Downtown (Sheridan) Transit Center	Transportation - Transit	100,000	3,600,000	0	0	0	0	3,700,000	3,600,000	Yes
42426	2027	014	West Alameda St Reconstruction	Transportation - Highways/Roads/Bridges	1,440,000	2,900,000	21,160,000	0	0	0	25,500,000	24,060,000	Yes

42802	2027	015	Pavement Rehab & Preservation on Residential Roads	Transportation - Highways/Roads/Bridges	2,500,000	3,000,000	0	0	0	0	5,500,000	3,000,000	Yes
34780	2027	016	Regional Airport Access Road from NM599	Transportation - Highways/Roads/Bridges	4,500,000	5,500,000	0	0	0	0	10,000,000	5,500,000	Yes
42554	2027	017	Santa Fe Regional Airport Parking Structure	Transportation - Airports	0	3,000,000	17,500,000	0	0	0	20,500,000	20,500,000	Yes
42408	2027	018	Zozobra Field at Fort Marcy Park Renovations	Facilities - Other	5,500,000	0	4,500,000	3,000,000	1,500,000	0	14,500,000	9,000,000	Yes
41216	2027	019	Permanent & Transitional Housing End Homelessness	Facilities - Other	4,200,000	5,000,000	15,000,000	0	0	0	24,200,000	20,000,000	Yes
43729	2027	020	Santa Fe City Hall Elevator & Council Chambers	Facilities - Administrative Facilities	150,000	250,000	2,250,000	0	0	0	2,650,000	2,500,000	Yes
40054	2027	021	MRC Soccer Valley Expansion	Facilities - Other	11,330,000	0	4,370,000	0	0	0	15,700,000	4,370,000	Yes
43738	2027	022	SF Police Dept Internal Evidence & Crime Facility	Facilities - Public Safety Facilities	0	7,250,000	0	250,000	0	0	7,500,000	7,500,000	Yes
41462	2027	023	Ragle Park Baseball Field Upgrades	Facilities - Administrative Facilities	1,200,000	4,000,000	300,000	0	0	0	5,500,000	4,300,000	Yes
42424	2027	024	Police Department Facility Improvements	Facilities - Administrative Facilities	0	1,250,000	1,250,000	0	0	0	2,500,000	2,500,000	Yes
43728	2027	025	Cerro Gordo Culvert & Watershed Improvements	Water - Storm/Surface Water Control	0	200,000	450,000	100,000	7,025,000	0	7,775,000	7,775,000	Yes
36503	2027	026	New City Services Center	Facilities - Administrative Facilities	82,572	7,250,000	20,198,000	25,000,000	15,000,000	2,500,000	70,030,576	69,948,000	Yes
34519	2027	027	McClure Dam Outlet Rehabilitation	Water - Water Supply	0	25,000,000	0	0	0	0	25,000,000	25,000,000	Yes
36164	2027	028	Henry Lynch Reconstruction	Transportation - Highways/Roads/Bridges	1,135,347	3,500,000	0	0	0	0	4,635,347	3,500,000	Yes
43734	2027	029	Critical La Familia Facility Improvements	Facilities - Housing-Related Cap Infrastructure	0	1,500,000	0	0	0	0	1,500,000	1,500,000	Yes

37155	2027	030	MRC Irrigation System Upgrades	Water - Storm/Surface Water Control	200,000	300,000	8,000,000	0	0	0	8,500,000	8,300,000	Yes
37528	2027	031	St.Mikes Rail Trail Underpass Project	Transportation - Bike/Pedestrian/Equestrian	1,227,734	20,000,000	0	0	0	0	21,227,734	20,000,000	Yes
41206	2027	032	Municipal Court Facility Improvements	Facilities - Administrative Facilities	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
43731	2027	034	Frenchy's Field Park / SF River Trail Improvements	Facilities - Other	0	600,000	0	0	0	0	600,000	600,000	Yes
39165	2027	035	Pacheco Street Bicycle & Pedestrian Improvements	Transportation - Bike/Pedestrian/Equestrian	500,000	0	0	0	2,000,000	0	2,500,000	2,000,000	Yes
43748	2027	036	Santa Fe River Park Ped Bridge Upgrades Closson	Transportation - Bike/Pedestrian/Equestrian	0	300,000	0	0	0	0	300,000	300,000	Yes
41224	2027	037	Paseo Real Maintenance Building Construction	Facilities - Other	0	2,200,000	3,800,000	0	0	0	6,000,000	6,000,000	Yes
41223	2027	038	Paseo Real Headwork & Prelim Treatment Renovations	Facilities - Other	0	20,000,000	0	0	0	0	20,000,000	20,000,000	No
41225	2027	039	Paseo Real Ultraviolet Disinfection Equipment	Equipment - Other	0	10,000,000	0	0	0	0	10,000,000	10,000,000	No
39891	2027	040	Acequia Trail Extension (Otowi to La Cieneguita)	Transportation - Bike/Pedestrian/Equestrian	0	1,000,000	0	0	2,500,000	0	3,500,000	3,500,000	Yes
37523	2027	041	Pressure Release Valve SCADA Implementation	Water - Other	0	150,000	150,000	150,000	150,000	150,000	750,000	750,000	No
33692	2027	042	Alameda/Delgado Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
41204	2027	045	Regional Traffic Management Center Study	Transportation - Lighting	0	1,000,000	0	6,000,000	0	0	7,000,000	7,000,000	Yes
41201	2027	046	Rodeo Rd - St Francis Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	5,000,000	0	0	6,000,000	6,000,000	Yes

42421	2027	047	Flood Risk Mitigation at Marc Brandt Park	Water - Storm/Surface Water Control	0	350,000	0	3,000,000	0	0	3,350,000	3,350,000	Yes
32424	2027	048	Security for Water Source and Storage Sites	Water - Water Supply	0	700,000	600,000	0	0	0	1,300,000	1,300,000	Yes
22909	2027	049	Southside Transit Center	Facilities - Administrative Facilities	350,000	3,500,000	500,000	0	0	0	4,350,000	4,000,000	Yes
23272	2027	050	SWAN Park Phase II	Facilities - Other	4,099,800	0	750,000	12,450,000	0	0	17,299,800	13,200,000	Yes
40211	2027	051	Water & Sewer Expansion to West Alameda Rd	Water - Wastewater	0	350,000	3,500,000	0	0	0	3,850,000	3,850,000	Yes
40213	2027	052	Water Line Extension to Underserved Mutt Nelson Rd	Water - Water Supply	0	6,500,000	0	0	0	0	6,500,000	6,500,000	Yes
43732	2027	053	Harrison Rd Sidewalk & Lighting Improvements	Transportation - Bike/Pedestrian/Equestrian	400,000	500,000	0	0	0	0	900,000	500,000	Yes
33698	2027	054	Paseo de Peralta - SF River Bridge Rehab	Transportation - Highways/Roads/Bridges	0	1,000,000	0	3,000,000	0	0	4,000,000	4,000,000	Yes
43744	2027	055	Railyard Performance Center Upgrades	Facilities - Cultural Facilities	0	100,000	0	0	0	0	100,000	100,000	No
38554	2027	056	Bishop's Lodge Road Reconstruction	Transportation - Highways/Roads/Bridges	1,308,007	240,000	9,760,000	10,000,000	10,000,000	5,000,000	36,308,008	35,000,000	Yes
38555	2027	057	Rufina St & Lopez Lane Intersection Improvements	Transportation - Highways/Roads/Bridges	50,000	600,000	0	0	4,350,000	0	5,000,000	4,950,000	Yes
43746	2027	058	Rio Metro Intersection Improvements	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
43747	2027	059	Santa Fe Teen Center Improvements	Facilities - Other	1,805,000	300,000	0	0	0	0	2,105,000	300,000	Yes
42422	2027	060	Arroyo Chamiso Extension Connecting E. & W. Zia Rd	Transportation - Highways/Roads/Bridges	300,000	200,000	0	0	1,000,000	0	1,500,000	1,200,000	Yes
42403	2027	061	Cerro Gordo Paving & Drainage	Facilities - Administrative Facilities	0	1,500,000	1,000,000	10,900,000	0	0	13,400,000	13,400,000	Yes

42413	2027	062	Agua Fria Corridor Improvements	Transportation - Bike/Pedestrian/Equestrian	110,000	1,390,000	5,500,000	0	0	0	7,000,000	6,890,000	Yes
42414	2027	063	Arroyo San Antonio Drainage Improvements	Water - Storm/Surface Water Control	0	500,000	2,500,000	2,500,000	0	0	5,500,000	5,500,000	Yes
42415	2027	064	Arroyo Torreon Channel Improvements	Water - Storm/Surface Water Control	347,750	3,000,000	1,062,500	0	0	0	4,410,250	4,062,500	No
43737	2027	065	City Offices at Warehouse 21	Facilities - Administrative Facilities	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
42417	2027	066	Calle Nopal Storm Drainage Improvements	Water - Storm/Surface Water Control	0	300,000	900,000	0	0	0	1,200,000	1,200,000	Yes
43743	2027	067	Presbyterian Headstart Improvements	Facilities - Daycare Facilities	0	100,000	0	0	0	0	100,000	100,000	No
42419	2027	068	2026 CIPP Sewer Rehabilitation Project	Water - Wastewater	0	3,000,000	0	0	0	0	3,000,000	3,000,000	No
39331	2027	069	Canyon Road Water Chemical Feed Upgrades	Water - Water Supply	37,653.641	1,640,000	6,000,000	6,000,000	0	0	13,677,654	13,640,000	No
42425	2027	070	Rio Vista/Alamo Culvert Improvements	Water - Storm/Surface Water Control	0	250,000	950,000	0	0	0	1,200,000	1,200,000	Yes
37157	2027	071	Electric Vehicle Charging Stations	Facilities - Housing-Related Cap Infrastructure	0	380,000	500,000	250,000	0	0	1,130,000	1,130,000	Yes
42429	2027	072	Transit Bus Shelters	Transportation - Transit	550,000	450,000	0	0	0	0	1,000,000	450,000	Yes
40029	2027	073	Ashbaugh Infiltration Project	Water - Storm/Surface Water Control	560,577	0	2,000,000	1,500,000	0	0	4,060,577	3,500,000	Yes
41193	2027	074	Galisteo Alameda Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	4,000,000	0	0	5,000,000	5,000,000	Yes
43726	2027	075	Arroyo Chamiso Urban Trail Improvements	Water - Storm/Surface Water Control	64,270	650,000	250,000	0	0	0	964,270	900,000	No
32419	2028	001	Chemical Storage and Feed System Rehabilitation	Water - Wastewater	0	0	150,000	575,000	0	0	725,000	725,000	Yes

Infrastructure Capital Improvement Plan FY 2027-2031

Number of projects:	73							
	Funded to date:	**Year 1:**	**Year 2:**	**Year 3:**	**Year 4:**	**Year 5:**	**Total Project Cost:**	**Total Not Yet Funded:**
Grand Totals	71,225,048	290,305,024	452,846,144	102,175,000	43,525,000	7,650,000	967,726,336	896,501,248

FIR No. 10685.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2027-2031 Infrastructure Capital Improvements Plan

Sponsor(s): Councilor Amanda Chavez and Mayor Alan Webber

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 6/28/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: Erin McSherry **Date:** 06/24/2025
Erin McSherry (Jun 24, 2025 09:27 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/24/2025

Summary:
The proposed resolution would adopt the City of Santa Fe's (City's) 2027-2031 Infrastructure Capital Improvements Plan ("ICIP").

Departments Affected:
Priority Capital projects affect all City departments and are included in the ICIP.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not be eligible for State Legislative Capital Outlay funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This resolution relates to the "Legislative Priorities Resolution" that will establish the City's capital outlay and policy priorities for the 2026 New Mexico Legislative Session.

Performance and Administrative Implications:
City staff manages the request process, deploying projects funded by the ICIP and overseeing the grant reimbursement and reporting process.

Fiscal Implications:
The resolution does not have a direct fiscal impact, but the City's submission of its ICIP to the New Mexico Department of Finance and Administration for consideration by the New Mexico State Legislature for capital appropriations has potentially positive fiscal impactions for the City and could help the City address community needs. The City's previous ICIPs have resulted in millions of dollars of benefit to the City in past years.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Date: June 25, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Manuel Sanchez, Senior Services Division Director MS

Via: Maria Tucker, Community Services Department Director MT

Subject: Intergovernmental Agreement #26-624-4000-0024

Vendor Name: State of New Mexico Aging & Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Community Services Department/Senior Services Division respectfully requests your review and approval of an Intergovernmental Agreement #26-624-4000-0024 in the total amount of $313,120.00 for State Support to provide volunteer services for the Division of Senior Services Foster Grandparent Program (FGP), Senior Companion Program (SCP), RSVP program and Care Companion Program (CCP), for a term of July 1, 2025, through June 30, 2026, with State of New Mexico Aging & Long-Term Services Department (NMALTSD).

CONTRACT NUMBER:

The FY26 contract number is

BACKGROUND AND SUMMARY:

The Division of Senior Services is requesting the approval of the State of New Mexico Aging and Long-Term Services Department (ALTSD) Intergovernmental Agreement #26-624-4000-0024 for the Senior Volunteer Programs. The Grant Award is for the Foster Grandparent (FGP), Senior Companion (SCP) RSVP and Care Companion (CCP) programs. The attached Intergovernmental Agreement reflects the FY2026 awarded appropriations for all four volunteer programs as follows: FGP $88,208.17, SCP $157,304.83 RSVP $58,607.00 and CCP $9,000.00. The appropriation for the City of Santa Fe Volunteer Programs is in the amount of $313,120.00 for FY26 (July 1, 2025 – June 30, 2026).

Our Foster Grandparent program provides opportunities for our senior volunteers to serve children in classrooms or head starts who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the children's health status and psychosocial functioning. Our SCP volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life. Our RSVP volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs. Our CCP volunteers shall provide regular visits to long-term care community residents and develop "authentic" relationships that support socialization and engagement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Senior Volunteer Programs 2410116/Various

Budget Officer / Designee: Andy Hopkins **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was

IGA #26-624-4000-0024 with NM ALTSD expires on June 30, 2026

Chief Procurement Officer (CPO)/Designee: _____ **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No Yes it is external

If yes, what is the issuing agency: _____

Approval: ERIKA LUJAN ERIKA LUJAN (Jul 2, 2025 13:56 MDT) **Title:** Grants Manager **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: Various see below

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Intergovernmental Agreement #26-624-4000-0024
Project Ledger Request Form FGP
Project Ledger Request Form SCP
Project Ledger Request Form RSVP
Project Ledger Request Form CCP

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#26-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging & Long-Term Services Department**, hereinafter referred to as the "Agency," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the department and collectively as the parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work, which is hereby incorporated and, are part of this contract as Attachment 1.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlines in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($313,120.00) as listed in Attachment 3, Budget. 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 Agency 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 GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency 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 Agency 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. 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.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency 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 Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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 Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. 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 Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by 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 Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency 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.

12. 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency 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.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. 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 Agency.

19. 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 Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico 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 Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. 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.

23. 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.

24. 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 Agency:
Robert Morrison, Program Coordinator, Senior Services Bureau
Aging and Long-Term Services Department
2550 Cerrillos Rd.
Santa Fe, NM 87505

To the Contractor:
Alan M Webber, Mayor
City of Santa Fe
505-955-4755

25. 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.

EXECUTED AMD AGREED TO by signatures below.

By: _____ Date:_____
Emily Kaltenbach, Cabinet Secretary
Aging & Long-Term Services

By: _____ Date:_____
Anastasia Martin, Agency's Legal Counsel – Certifying legal sufficiency
Aging & Long-Term Services

By: _____ Date:_____
Latisha Ortiz, Chief Financial Officer
Aging & Long-Term Services

By: _____ Date:_____
Alan M. Webber-Mayor
City of Santa Fe

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 23, 2025 11:55 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Attachment 1
Scope of Work

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program (FGP), the Senior Companion Program (SCP), Care Companion Program (CCP), and the RSVP (formally Retired Senior Volunteer Program). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home, and contributing to the community.

Services provided for under this Contract are as follows:

a. The **Foster Grandparent Program (FGP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.

b. The **Senior Companion Program (SCP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to adults aged 55 and older with health and functional limitations to enable them to remain as independent as possible in their own homes.

c. The **Care Companion Program (CCP)** provides companionship to adults aged 55 or older residing in assisted living and long-term care facilities. Volunteers do not act as facility support nor should they be performing the role of a staff member at the facility. CCP volunteers must be a minimum of 18 years of age, and neither the volunteer's nor resident's income level is a determining factor for participating in the CCP.

d. **RSVP (formally Retired Senior Volunteer Program)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

a. **FGP** volunteers shall serve youth under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the youths' health status and psychosocial functioning.

b. **SCP** volunteers shall serve adults aged 55 and older with physical, emotional and/or mental health limitations by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

c. **CCP** volunteers are to provide companionship to individual facility residents, particularly ones who generally do not receive visitors on a regular basis.

d. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

Program Requirements:

i. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps organization in the designated Service Area.

ii. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

iii. The Contractor shall comply with all New Mexico laws, rules and regulations (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines.

iv. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection, and reporting.

v. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the

Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

vi. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and expectations as well as the criteria by which each volunteer will be measured. The assignment plan shall also contain documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.

vii. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.

viii. The Contractor shall ensure that each volunteer meets the eligibility criteria as required by AmeriCorps Seniors program regulations and handbooks.

ix. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.

x. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit one time per state fiscal year (per FGP, SCP, CCP, and RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

a. Performance Measures/ Fiscal Requirements:

i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and

program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

ii. The Contractor shall submit to the Department monthly an invoice for reimbursement. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditure until all funds are spent, and a final report shall be due as required by the Department each year.

iii. The Contractor shall upload to the corresponding monthly file in Revver all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc.

iv. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation.

v. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.

vi. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service.

vii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.

b. Performance Measures/ Reporting Requirements:

i. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. The Contractor shall upload the reports to the Revver system folder titled "Reports". The due dates for the reports are as follows:

1. **February 1st for the period July 1–December 31**
2. **August 1st for the period January 1– June 30**

ii. The Contractor shall submit a semi-annual narrative report to the Revver folder titled "Reports" by February 1.

iii. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver folder titled "Reports".

iv. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).

v. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

a. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but not limited to visiting volunteer stations, clients, and Contractors' place of business.

b. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (for all funding sources, both electronic and hard copy).

c. The Department shall review, certify, and disburse reimbursements to the Contractor, upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc. The Department shall determine at its sole

discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

d. The Contractor authorizes the Department, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state terms and/or to evaluate the Contractor's performance for all funding sources.

5. SERVICE PROVISION

a. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services provided are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative.

b. NMAC 9.2.15.9 CORPORATION FOR NATIONAL AND COMMUNITY SERVICE HANDBOOK:

i. The department adopts the most current corporation for national and community service (CNCS)
Senior Companion Program handbook as the operating rules and procedures with which state-funded senior companion programs must comply.

ii. Eligibility for state-funded senior companion programs is the same as for the CNCS program.

However, the department secretary may waive any provisions of the CNCS handbook except those which will jeopardize a program's continued federal sponsorship. [9.2.15.9 NMAC - Rp, SAA Rule No. 95-15.9, 6/30/2015]

c. FGP and SCP Volunteer cost reimbursements

AmeriCorps Senior volunteers, Foster Grandparent and Senior Companion Programs must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at $4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

Services performed other than those identified above will not be eligible for stipend, cost reimbursement, or calculated towards the VSY or hours of service requirements per this contract.

d) Care Companion Volunteer cost reimbursements

Volunteers must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at $4.00 per hour.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

i. **Foster Grandparent Program (FGP)**: Recruit and place a minimum of 10 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors Santa Fe County, and to provide a minimum of 10,440 hours of service during the contract period.

The goals of FGP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

ii. **Senior Companion Program (SCP)**: Recruit and place a minimum of 17 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 17,748 hours of service during the contract period.

The goals of SCP are to:
Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.
Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

iii. **Care Companion Program (CCP):** Recruit and place a minimum of 1 VSY in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 1,044 hours of service during the contract period.

The goals of Care Companion Program are to:
Provide companionship to older adults 55 or older residing in assisted living and long-term care facilities, particularly those who generally do not receive visitors on a regular basis.

iv. **RSVP**: Recruit and place a minimum of 59 volunteers in community placements in Santa Fe County, to provide a minimum of 59,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services. Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

d) Recruit volunteers willing to be Older Adult Peer Specialist certified through Health Care Authority (HCA), Community Health Workers certified through DOH, or Ombudsman volunteers with ALTSD by providing opportunities.to work with older adults living with behavioral health challenges.

Volunteer Program Assurances, Terms, and Conditions

By signing the FY26 contract you are accepting funds under this award from the State of New Mexico Aging and Long-Term Services Department (ALTSD). The Contractor agrees to comply with all awards, these General Terms and Conditions, the program-specific terms and conditions, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved budget and supporting documents provided in support of the executed FY26 contract. The Contractor agrees to utilize all forms, templates, and documentation provided by the ALTSD and shall not modify, alter, or substitute any forms or templates without prior written approval.

1. **General.** The recipient must maintain separate financial management records for contracted state allocations and must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identifycosts by program year and by budget category, and to differentiate between direct and indirect costs.

2. **Fiscal Requirements.** The amount payable under this Contract shall be made on a fixedrate for the provision of the identified services.

   a. Contractor is allocated State funds using state funding formula $9,000 per VSY withmandatory $4,176 being budgeted in stipends per VSY.

   b. All budget changes and the fully executed contract must be submitted to the assigned NM ALTSD Senior Services Bureau (SSB) Program Coordinator for prior approval using the budget adjustment request (BAR) form accompanied by a letter of justification. Approval is at the discretion of the assigned NM ALTSD SBB Program Coordinator.

   c. Purchases for a single item more than $500.00 not included as part of the original contract budget must be pre-approved and necessary to continued operations. Approval requests for these types of purchases must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program for review.

3. **Allowable Costs for Reimbursement.** To be allowable under this contract allocation, costs must be submitted through a budget form and approved by the NM ALTSD Program Coordinator and are limited allowable expenditures pursuant to NMAC 9.2.14, NMAC 9.2.15, NMAC 9.2.16, Department policies and procedures, AmeriCorps Seniors regulations, and guidelines applicable to each of the services. Expenditures must be consistent with policiesand procedures that apply to Federal & State activities of the Contractor.

4. **Separation of funding, and deliverables based on funding source(s)**

Programs must separately track state funded VSYs, hours served, volunteers, etc. to comply state contract deliverables.

5. **SCP Volunteer costs reimbursements detailed Stipend** AmeriCorps Seniors volunteers serve from 5 to 40 hours a week. The stipend is a payment to AmeriCorps Seniors volunteers to enable them to serve without cost to themselves. [45 CFR 2551.12]. The stipend is paid for hourly service that Seniors volunteers spend with assigned clients, for earned leave if applicable, and for attendance at official project events, e.g., orientation, in-service training, Advisory Council meetings (as members or official observers), recognition events, and travel time between individual assignments. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not be stipend. However, travel time between assignments is a part of the service schedule. Mealtime may be part of the service schedule and is stipend.

> Services performed other than those identified above will not be eligible for stipend and will not meet the VSY or hours of service requirements per this contract.

6. **Meal reimbursement.** Meal reimbursement for Volunteer staff must be for actual meal expenses incurred by the Volunteer while volunteering.
The amount of reimbursement to volunteers for meals is based on actual expenses, consistent with the costing procedures developed by the sponsor rather than a flat daily rate. However, reimbursement of "brown-bag" lunches prepared by AmeriCorps Seniors volunteers may be based on a flat rate established by the sponsor in written policy. The basis for the rate should be included in the sponsors' written policy. AmeriCorps Seniors volunteers are required to sign a statement certifying that meals to be reimbursed to the volunteer were taken in conjunction with volunteer service and provide details of the reimbursement and supporting documentation such as receipts when applicable.

If the Contractor establishes a flat rate reimbursement, the amount reimbursed at the flat rate must not exceed the actual expense to the Volunteer.

Volunteers eligible for Title III OAA meal services (60+) may not be reimbursed for congregate meals or home delivered meals received while volunteering. Volunteers not eligible (below 60) for free congregate or home delivered meal per Title III OAA services may be reimbursed at actual expense or flat rate not to exceed the actual cost per program policies and procedures. Meal reimbursement rates are subject to NM ALTSD SSB approval.

7. **Mileage reimbursement.** Mileage reimbursement rates for Grantee staff traveland Volunteer staff travel must be equal to or less than the standard Federal mileage rate. The Federal rate is subject to change based on an annual study https://www.irs.gov/tax-professionals/standard-mileage-rates.

8. **Reimbursement for Volunteers' transportation Volunteer drivers.**
   i. Reimbursement of FGP volunteers who drive their own cars is based on acost-per-mile rate set by the sponsor via written policy. Volunteers are reimbursed

for actual mileage within the limits of available funds and local project reimbursement policy. Volunteers cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other volunteers.

ii. Mileage reimbursement directly to a volunteer from a volunteer station for transportation from the volunteer's home to the place of assignment and return home is acceptable as local support of the project. Project files should include verification of this contribution for review for compliance monitoring and AmeriCorps Seniors audit purposes.

iii. Mileage reimbursement to volunteers from volunteer stations for providing transportation while on volunteer assignments cannot be used aslocal support for the project. The costs of community service provided by volunteer stations cannot be credited for the value of those costs to be usedas local budget support.

iv. Drivers of carpools receive reimbursement for actual mileage based on acost-per-mile rate. Passengers do not receive reimbursement.

v. Providers should establish procedures, such as a voucher system, for public transportation expenses, including subways, buses, and other public conveyances. Reimbursements must be based on documentation by the volunteer of actual costs incurred for project-related transportation expenses.

9. Recognition Gifts

i. Recognition gift purchases cannot exceed $80.00 per volunteer per fiscal year including food costs for catered and non-catered events. Requests for recognition gifts in excess of $80.00 per volunteer including food costs for catered and non-catered events must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program Coordinator. All requests are subject to NM ALTSD SSB approval.

10. Prohibited Program Activities and Reimbursable. The Contractor must comply with, and require that all Volunteers comply with, prohibitions outlined in state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, NM ALTSD assurances, and generally accepted accounting principles (GAAP) FASB Home

a. State general funds will not be used for the purchase of gift cards, staff or volunteer monetary bonuses, or cash gifts.

b. Contractor will submit reimbursements for actual operating expenses. The invoice dollar amounts submitted for reimbursement will not be rounded up or down to the next whole number nor will they be estimates.

c. Reimbursement request must be for the corresponding month the expense occurred. Expenses occurring outside the month being invoiced are considered "adjustments" and must be identified as such on the invoice. An explanation for any "adjustment" must be provided on the invoice page submitted by the

contractor. Expenses occurring outside of the current state fiscal year must not be submitted for reimbursement within the current state fiscal year. These expenses are considered "prior year" and not reimbursable under this contract.

d. State fund contract allocations will not serve as financial gain to any Contractor.

e. Operating costs tied to volunteer activates NOT identified as allowable per federal and state rules and regulations, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.

f. Administrative costs not pre-approved pre-contract execution or post contract execution NOT identified as allowable per state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.

g. Volunteers are eligible to receive a stipend for allowable activities only as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. Hours of service performed that do not meet the requirements for allowable activities will not be considered eligible for meeting contractual requirements, stipend, mileage reimbursement, nor meal reimbursement.

h. Operating and Volunteer costs tied to telework activates not identified as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such. Teleworking Volunteers are eligible to receive a stipend for allowable activities only as identified within the AmeriCorps Seniors FGP and SCP handbooks and NM ALTSD assurances.

i. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not stipend. However, travel time between assignments is a part of the service schedule. Mealtime may be part of the service schedule and is stipend.Contractor will not be reimbursed State funds for Volunteer meals received through Title III of OAA Local nutrition programs. Volunteers over 60 are eligible for meals at congregate meal sites and home-delivered meals funded under this program.

j. Contractor will not be reimbursed State funds for Grantee staff mileage in the form of fuel purchase reimbursement. Mileage reimbursement is restricted to actual miles driven based on a cost-per-mile rate set by the sponsor via written policy equal to or less than the standard Federal mileage rate https://www.irs.gov/tax-professionals/standard-mileage-rates

k. Grantee staff are reimbursed for actual mileage within the limits of available

funds. Grantee staff cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other Grantee staff.

l. Contractor will not be reimbursed State funds for the purchase of raw or cooked food, edible products, flatware, crockery, decorations, etc. unless related to annual Volunteer recognition event.

11. Award monitoring. Contractor must comply with State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances.

a. **Site visits.** NM ALTSD may make site visits to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, and provide technical assistance as necessary.
b. **Desk reviews.** NM ALTSD may conduct desk reviews to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, examine program handbooks, and provide technical assistance as necessary.

c. **Responding to information requests.** NM ALTSD SSB may request documentation (related to Federal, State, and local funds) from the Contractor to monitor for compliance and accuracy. NM ALTSD SSB may also submit questions to the Contractor regarding features of the program(s). The Contractor must cooperate with NM ALTSD for both documentation requests and questions. Failure to provide the requested documentation or answers to questions within the deadline identified by NM ALTSD SSB may result in state funds being placed on hold or other remedies as appropriate.

d. **Notification of Change.** Contractor will provide written notification to NM ALTSD SSB within 10 business days of changes in key personnel.

e. **Verification of AmeriCorps Seniors Sponsor in good standing.** The contractor will provide NM ALTSD SSB with copies of their approved Federal E-Grant application(s) and Federal budget(s) as validation of sanction in good standing with AmeriCorps Seniors. In the event an approved Federal E-Grant application and Federal budget are not available, an unapproved (system generated) Federal E-Grant application and Federal budget may temporarily be submitted until the time the approved Federal Grant and budget are available. Contractor must submit copies of the approved Federal grant and budget(s) with 10 business days of receipt to the assigned NM ALTSD SSB Program Coordinator.

f. **Notification of Performance Impediments** Provider shall promptly notify their designated Program Coordinator if they become aware of any circumstances that may impede their ability to meet the established performance measures outlined in this contract. Such notification shall be made in writing and include a detailed description of the issue, potential impacts, and proposed solutions, if applicable.

g. **Reporting fraud, waste, and abuse.** Contractor must contact their assigned Program Coordinator immediately when:

Any criminal activity or violations of law have occurred, such as:

i. Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person AmeriCorps personnel, grantees, or Contractor, even if no federal funds or property was involved.

ii. Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations.

iii. Concealment, forgery, falsification, or unauthorized destruction of government or program records.

iv. Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants.

v. Other misconduct in connection with operations, programs, activities, contracts, or grants; or

vi. Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.

vii. Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.

viii. Waste occurs when taxpayers do not receive reasonable value for their money in connection with a state government-funded activity due to an inappropriate act or omission by people with control over or access to state funds and resources.

ix. Abuse is a behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes nepotism, misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

12. Administration. The contractor must establish written policies and procedures and provide copies to volunteers and NM ALTSD SSB as requested or when revised. The Contractor must ensure policy and procedures include the requirements outlined within these assurances, as well as requirements outlined in the FGP and SCP AmeriCorps handbooks.

13. Quarterly Reporting. Contractor will complete all Quarterly and Bi-annual Narrative

report utilizing forms and schedule provided by ALTSD. Contractor will submit a separate report per county (service area) and provide totals from those service areas.

14. Final Authority. When circumstances arise that reveal conflicting guidance between Federal and State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. NM ALTSD SSB maintains final authority in regard to state-to-state funding.

Attachment 2 -Budget

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract is to provide funding for FY26 as follows:

Foster Grandparents Program	$88,208.17
Senior Companion Program	$157,304.83
RSVP	$58,607.00
Care Companion Program	$9,000.00

The total amount payable under this contract shall not exceed $313,120.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County

Attachment 3
Care Companion Program

Overview: The Care Companion Program (CCP) allows for AmeriCorps Senior Companion Programs (SCP) currently contracted with the State of NM Aging and Long-Term Services Dept. (NM Aging Services) to apply underutilized Senior Companion funds to be used for the dual purposes of engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities.

Long-term care facilities are assisted living or nursing home settings. Long term community residents are older adults and people with disabilities that are unable to live independently for various reasons.

Care Companion Program volunteers will provide regular visits at minimum a of 5 hours per week, per volunteer and up to 40 hours per week per volunteer (within budget) to long-term care community residents and develop "authentic" relationships that support socialization and engagement. Care Companions volunteers may receive stipends and meal/mileage reimbursements in the same fashion as AmeriCorps Senior Companion volunteers and will follow AmeriCorps SCP program guidelines; however, Care Companion Program volunteers will not be restricted by age and income requirements.

Goals and Objectives:
Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities. Some examples of companionship and support services include:

- Friendly conversation and company, perhaps while doing hobbies etc.
- Providing company and companionship.
- Emotional support and socialization

What makes a good companion?
To be a good companion, you need to be respectful and caring. Listening to their stories, looking at old photos, or playing music from their youth are great ways to be good companions.

Benefits to long-term care facility residents:
Lessening the feeling of isolation for adults 55 and older and people with disabilities is important to their mental and physical health. Care Companion Program volunteers can help provide ongoing companionship and emotional support. Compassionate and attentive companions can provide social interaction, engage in conversation, and help dispel feelings of loneliness.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 05/16/2025

Project Title: Foster Grandparent Program (FGP)

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: To Be Populated

Grant ID: To Be Populated

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jul 2, 2025 13:56 MDT)

(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Agency on Aging % of Funding: 30.48%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $88,208.17

Funding Source: US Dept of Health & Human Services % of Funding: 12.27%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: $35,513.00

Expense String Phase: **LOCAL Amount: $165,677.00 57.25%**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED SHEET MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $313,120.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 26-624-4000-0024 Federal CFDA (if applicable):

Grantor Name: Corparation for National and Community Service (USDHHS) Awarded Amount: $35,513

AR Charge Code: 2410116.49510 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 23SFDNM002 Federal CFDA (if applicable): 94.011

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 05/16/2025

Project Title: Senior Companion Program (SCP)

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: To Be Populated

Grant ID: To Be Populated

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jul 2, 2025 13:56 MDT)

(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Agency on Aging % of Funding: 76.22%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $157,304.83

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: **LOCAL Amount: $49,065.00 23.78%**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED SHEET MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $313,120.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 26-624-4000-0024 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 5/16/2025

Project Title: Retired Senior Volunteer Program (RSVP)

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: To Be Populated

Grant ID: To Be Populated

Approved By: ERIKA LUJAN (Jul 2, 2025 13:56 MDT)

(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Agency on Aging % of Funding: 24.96%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $58,607.00

Funding Source: US Dept of Health & Human Services (5/1/25-4/30/26) % of Funding: 21.29%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: $50,000.00

Expense String Phase: **LOCAL Amount: $126,236.00 53.75%**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED SHEET MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $313,120.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 26-624-4000-0024 Federal CFDA (if applicable):

Grantor Name: Corporation for National and Community Service (USDHHS) Awarded Amount: $50,000.00

AR Charge Code: 2410116.49510 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 23SRDNM003 Federal CFDA (if applicable): 94.002

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 05/16/2025

Project Title: Care Companion Program (CCP)

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: To Be Populated

Grant ID: To Be Populated

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jul 2, 2025 13:56 MDT)

(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Theresa Trujillo Ext: 4745

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Agency on Aging % of Funding: 83.92%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: $9,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: **LOCAL Amount: $1,724.00 16.08%**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED SHEET MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: NM State Aging & Long-Term Services Department (NMAOA) Awarded Amount: $313,120.00

AR Charge Code: 2410116.490240 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 26-624-4000-0024 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

OBJ	OBJ TITLE	BASE BUDGET FY 24/25	MUNIS INPUT BUDGET	State	Federal	Local	Total	State	Federal	Local		State	Federal	Local	State	Federal	Local
				Volunteer Programs													
				Senior Companion				Foster Grandparents				RSVP			CCP		
				7%		10%		7%	2%	34%		7%	7%	28%			
0004	Vacancy Credit-Salaries	(17,072.00)	(19,570)														
0005	Vacancy Credit-Benefits	(7,914.00)	(9,020)														
0110	Salaries (General)	287,183.00	326,172	$ 24,323.00		$ 31,673.00		$ 23,659.00	$ 6,010.00	$ 111,180.00		$ 21,679.00	$ 23,269.00	$ 60,677.00	$ 1,768.00		$ 1,724.00
1400	Overtime	-	-														
1510	OT-Fire Worked Holiday @ 1.5	-	-														
1900	Shift Differential	-	-														
2000	Annual Leave	-	-														
2010	Personal Day	-	-														
2015	Miscellaneous Leave	-	-														
2050	Comp-time	-	-														
2100	Sick Leave	-	-														
2200	Incentives	-	-														
3100	FICA	21,970.00	24,952	$ 1,479.00		$ 3,072.00		$ 1,988.00	$ 1,642.00	$ 7,159.00		$ 2,660.00	$ 486.00	$ 6,466.00			
3150	Retirement (PERA)	63,597.00	79,219	$ 4,607.00		$ 10,558.00		$ 1,800.00	$ 1,800.00	$ 30,000.00		$ 2,874.00	$ 570.00	$ 27,000.00			
3200	Employee Health Insurance	35,979.00	34,621	$ 5,498.00		$ 2,195.00		$ 1,500.00	$ -	$ 12,306.00		$ 5,000.00	$ -	$ 8,132.00			
3250	Retiree Health Care	5,644.00	6,523	$ 600.00		$ 590.00				$ 2,821.00		$ 707.00	$ 305.00	$ 1,560.00			
3350	Workers' Comp	3,061.00	3,767	$ -		$ 428.00				$ 1,500.00		$ -	$ -	$ 1,839.00			
3400	City Share Dental Insurance	1,257.00	1,257	$ 68.00		$ 199.00				$ 351.00		$ 272.00	$ 160.00	$ 197.00			
3450	Uniform Allowance	-	1,400	$ -		$ 350.00		$ -		$ 350.00		$ -		$ 425.00			
3340	Other Consulting	2,407.00	2,875	$ 684.00				$ 1,326.00	$ 150.00			$ 198.00	$ 100.00		$ 476.00		
0100	Office Supplies	3,450.00	4,400	$ 1,800.00				$ 1,800.00				$ 200.00	$ 100.00		$ 300.00		
0200	Operating Supplies	5,885.00	8,800	$ 2,000.00				$ 3,600.00	$ -			$ 200.00	$ 100.00		$ 400.00		
0400	Food	2,400.00	3,545	$ 2,300.00				$ -									
0500	Uniform Clothing & Linen	1,000.00	-	$ -				$ -				$ -					
0710	Software Subscriptions	756.00	600	$ 200.00				$ 200.00				$ 300.00					
1000	Gasoline	-	-	$ -				$ -					$ -				
5860	Misc. Insurance Prem	3,441.00	3,441	$ 266.00				$ 208.00				$ 1,550.00	$ 1,330.00		$ 34.00		
0200	Out of State Per Diem	3,479.00	4,200	$ 1,250.00	$ -				$ 1,250.00				$ 1,250.00				
0250	In State Per Diem	3,100.00	3,400	$ -				$ -				$ -					
0500	Out of State Transportation	1,783.00	3,300	$ 750.00	$ -				$ 750.00				$ 750.00				
0550	In State Transportation	41,012.00	72,971	$ 26,664.83				$ 2,504.17	$ 1,617.00			$ 15,194.00	$ 20,660.00		$ 444.00		
0700	Registration	2,680.00	900	$ 323.00				$ 263.00				$ 295.00					
1452	Other Admin Fees	-	-										$ -				
1850	Advertising			$ 9,000.00				$ 4,000.00	$ 5,600.00				$ -		$ 600.00		
2850	Recognition	11,500.00	11,770	$ 2,300.00				$ 1,800.00				$ 7,180.00	$ 900.00		$ 300.00		
2900	Recruitment	3,101.00	2,800	$ 2,000.00				$ 1,600.00				$ 300.00	$ 100.00		$ 500.00		
2975	Stipends	163,253.00	133,632	$ 70,992.00				$ 41,760.00	$ 16,704.00						$ 4,176.00		
0100	Operating Transfer Out To 100	24,335.00	-														
				$ 157,304.83	$ -	$ 49,065.00		$ 88,208.17	$ 35,513.00	$ 165,677.00		$ 58,607.00	$ 50,000.00	$ 126,236.00	$ 9,000.00	$ -	$ 1,724.00
				$ 157,304.83	$ -	$ 50,819.00		$ 88,208.17	$ 35,513.00	$ 165,677.00		$ 58,607.00	$ 50,000.00	$ 126,236.00	$ 9,000.00		$ 1,724.00
				$ -	$ -	$ 1,754.00		$ -	$ -	$ -		$ -	$ -	$ -	$ -		$ -

Signature: Manuel Sanchez

Email: mnsanchez@santafenm.gov

Signature: Maria Tucker (Jul 1, 2025 09:22 MDT)

Email: metucker@santafenm.gov

ALTSD

Interim Agreement Report 2025-07-02

Created:	2025-06-27
By:	THERESA TRUJILLO (tptrujillo@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAATi5TbXSlOIj5XXpoZeJUDEWWcYkl0tJo

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"ALTSD" History

Document created by THERESA TRUJILLO (tptrujillo@santafenm.gov)
2025-06-27 - 2:12:27 PM GMT- IP address: 63.232.20.2

Document emailed to Manuel Sanchez (mnsanchez@santafenm.gov) for signature
2025-06-27 - 2:17:45 PM GMT

Email viewed by Manuel Sanchez (mnsanchez@santafenm.gov)
2025-07-01 - 2:45:37 PM GMT- IP address: 63.232.20.2

Document e-signed by Manuel Sanchez (mnsanchez@santafenm.gov)
Signature Date: 2025-07-01 - 3:07:54 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Maria Tucker (metucker@santafenm.gov) for signature
2025-07-01 - 3:07:56 PM GMT

Email viewed by Maria Tucker (metucker@santafenm.gov)
2025-07-01 - 3:18:30 PM GMT- IP address: 172.59.0.198

Document e-signed by Maria Tucker (metucker@santafenm.gov)
Signature Date: 2025-07-01 - 3:22:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-01 - 3:22:26 PM GMT

Powered by Adobe Acrobat Sign

GENERAL RELEASE

1. DENNIS MURPHY, Personal Representative appointed by the Court in the proceeding known as *In the matter of Dorothy Stevens* ("Decedent"), First Judicial District Court Case No. D-101-CV-2024-01321, State of New Mexico, is hereinafter referred to as "Releasors."

2. The City of Santa Fe, New Mexico; the Travelers Indemnity Company; Cannon Cochrane Management Services, Inc.; and all of their former and current employees, insurers, attorneys, representatives, predecessors, successors, assigns, agents, executors, personal representatives, administrators, directors, adjustors, shareholders, council members, employees, volunteers, administration, staff, volunteers, servants, and all other parties against whom claims could have been brought by Releasors arising out of matters described herein are hereinafter referred to as "Releasees."

3. In consideration of the total sum of Three-Hundred Thousand and 00/100 Dollars ($300,000), Releasors and for their heirs, legal representatives, successors, assigns, executors, and administrators expressly release, acquit and discharge, and by this General Release do hereby forever and fully release, acquit and discharge the Releasees and their successors and assigns from each and all of the following:

> All claims, demands, damages, funeral and burial expenses, actions, causes of action or suits of every kind and nature, known or unknown, foreseen or unforeseen, existing or claimed to exist or which may hereafter arise out of or result from or be in connection with matters and things which are set forth in, or which have been brought in, or arising from the underlying accident and events involving Decedent and Releasors taking place on or about January 24, 2024 at the Mary Esther Gonzales Senior Center in Santa Fe, New Mexico (hereinafter "the Incident"), and any and all other claims that Releasors have or could brought against Releasees arising from the Incident.

4. The Releasors agree as further consideration and inducement for this compromise settlement to defend, indemnify and hold harmless forever the said Releasees from any and all further claims, demands and actions in law or equity that may hereafter be made or brought by the Releasors or by anyone else claiming damages, funeral and burial expenses, indemnity, or contribution on account of injuries or damages which arise from any or all other matters and things hereinabove mentioned.

5. The Releasors warrant that no person or entity, including, but not limited to Medicare, Medicaid or any other State and/or federally funded medical program, or any hospital or heath care provider, or health insurer, has asserted any lien and/or subrogation claim to any portion of the consideration recited above which has not been satisfied, or that if any such lien or subrogation claim exists or has been claimed to exist, such liens will be immediately satisfied out of the above cited consideration being paid in exchange for this General Release. In consideration of the payment of the above cited consideration, the Releasors agree to defend and indemnify the Releasees and hold and save them harmless to satisfy on behalf of the Releasees any judgment, claim, lien or subrogation claim against them arising out of medical services or treatment provided by Medicare, Medicaid or any other State and/or federally funded medical program, and/or any

hospital or medical provider, and/or any health insurer, as a result of or in any way related to the Incident as identified above.

6. Releasors assert that payment is for compensatory damages only on account of personal physical injuries, physical sickness and/or emotional distress therefrom within the meaning of §104(a)(2) of the Internal Revenue Code of 1986, as amended. Releasees are not responsible nor do Releasees have any liability for such classification. Releasors acknowledge that they have not relied on any statements or assertions by Releasees with regard to the tax consequences of the payment.

7. The Releasors further stipulate and certify that they or any of them are/is not now nor has any of them been confined to a hospital within the last fifteen (15) days (as of the date of executing this General Release), and that they or any of them have/has not been under the regular care of a legally licensed physician for injuries arising out of the aforesaid matters within the last fifteen (15) days (as of the date of executing this General Release) pursuant to §41-1-1 NMSA 1978.

8. Pursuant to 42 C.F.R. § 411.54, the Medicare Secondary Payer Act (42 U.S.C. § 1395y) and the Medicare Secondary Payer Manual, the parties to this settlement believe that any rights or interests Medicare may have in the settlement have been adequately considered and protected. It is not the purpose of this settlement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Releasors and Releasees.

9. The Releasors hereby agree to these additional considerations set forth as follows:

(a) The liability for all such claims is denied by the parties herein released, and this final compromise and settlement thereof shall never be treated by any person or other entity at any time for any purpose as an admission or evidence of negligence, liability or responsibility on the part of the Releasees, all of whom expressly deny any negligence, liability and responsibility.

(b) The Releasors have been fully advised and understand that this is a complete release, and that the execution of this instrument forever bars any claims that may ever be asserted against the Releasees or anyone else on behalf of the Releasors claiming damages, indemnity or contribution on the account of injuries or damages to the Releasors which arise from any or all matters and things set forth above.

(c) The Releasors hereby agree to hold harmless and indemnify the Releasees, together with the payment of any costs or attorneys' fees incurred, from any and all claims known or unknown which may be made by any party, including all insurance carriers, health care providers or any other entity, claiming to be subrogated to the rights of the undersigned on account of the Incident or for payment of any medical services provided and not paid, whether or not subject to medical liens of record or those created by law.

(d) Releasors acknowledge they have not been pressured in any manner by the released parties to accept the terms and conditions of this release and have made a learned decision to accept the terms and conditions and have so consulted with their legal counsel.

(e) The Releasors expressly understand and agree that all claims for attorney's fees and costs incurred by the Releasors are hereby settled, resolved and released.

(f) This General Release shall be deemed to have been made in the State of New Mexico and shall be governed by the laws of the State of New Mexico in all respects including, but not limited to, matters of construction, validity and performance.

(g) This General Release may not be amended, modified, extended, revised or otherwise altered, except in writing. Any such written instrument entered into in accordance with the provisions of this paragraph shall be valid and enforceable notwithstanding any lack of separate legal consideration for it.

(h) The Releasors agree that if a court determines that any provision of this General Release, or any part thereof, is invalid or unenforceable for any reason, such a determination will not affect the validity or enforceability of the remaining portions and provisions of this General Release.

(i) Releasors agree that the terms of this General Release and the settlement are contractual and not a mere recital. Any dispute as to the enforcement, terms, or validity of this General Release or the settlement of this matter shall be submitted to a judge in the First Judicial District Court, State of New Mexico, who shall conduct any and all proceedings concerning the enforcement, terms or validity of this General Release and the settlement.

(j) The Releasors agree that a copy of this General Release shall be valid and enforceable as the original.

10. The Releasors have read the terms of this General Release and each understands them completely.

12. I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND HAVE DISCUSSED THE IMPACT AND IMPORTANCE OF SIGNING THIS RELEASE WITH ATTORNEY FOR THE ESTATE OF DOROTHY STEVENS, DECEDENT.

DENNIS MURPHY
Personal Representative for *In the Matter of Dorothy Stevens,* First Judicial District Court Case No. D-101-CV-2024-01321, State of New Mexico

STATE OF New Mexico }
} ss.
COUNTY OF Santa Fe }

On this 20th day of May 2025, Dennis Murphy personally appeared before me and acknowledged the foregoing instrument.

NOTARY PUBLIC

My Commission Expires:
8/1/2026

STATE OF NEW MEXICO
NOTARY PUBLIC
VICTORIA T. MURPHY
COMMISSION # 1110140
EXPIRES AUGUST 1, 2026

Approved by:

Attorneys for Estate of Dorothy Stevens

Date

CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2025

To: Governing Body and Finance Committee

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director EC

Subject: Amendment 2 to Professional Services Agreement Item #24-0257

Vendor Name: Info Tech Research Group, Inc

Munis Vendor Number: 1066

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Professional Services Contract Item #24-0257 with Info Tech Research Group, Inc to Increase the Compensation by $478,628.88 for a New Total Amount of $666,856.65 and to Extend the Termination Date to June 25th, 2028. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3204570.

BACKGROUND AND SUMMARY:

Info-Tech Research Group provides the City of Santa Fe with comprehensive technology leadership support through our tiered membership structure:

Leadership Membership delivers executive-level advisory services including unlimited analyst consultations, comprehensive diagnostic assessments, contract review services, and dedicated executive advisor assignment to support strategic technology initiatives.

Workshop Membership and Team Membership provide enterprise-wide access to our core research repository, proven project blueprints, Info-Tech Academy training modules, executive leadership development programs, software selection methodologies, and our comprehensive tools and templates library.

Reference Workshop Services complement these offerings by providing structured access to best-practice frameworks and industry benchmarking resources.

This partnership enables the City of Santa Fe to leverage Info-Tech's research-backed methodologies and expert guidance to optimize technology investments, enhance operational efficiency, and drive digital transformation initiatives across municipal operations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Services to Other Departments/ 620

Munis Org Name/Number: ITT Infrastructure Services/ 6203650

Munis Object Name/Number: Other Consulting/ 510340

Fund Name/Number: Buckman Direct Diversion/ 800

Munis Org Name/Number: Buckman Direct Diversion Ops/ 8000801

Munis Object Name/Number: Services Contracts/ 510310

Fund Name/Number: Water Management/ 505

Munis Org Name/Number: Water Operations/ Admin/ 5050381

Munis Object Name/Number: Professional Contracts/ 510300

Fund Name/Number: Wastewater Management/ 500

Munis Org Name/Number: Wastewater Operations Management/Admin/ 5000361

Munis Object Name/Number: Professional Contracts/ 510300

Budget Officer / Designee: Andy Hopkins **Date:** 07/02/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/02/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria Eric Candelaria (Jul 2, 2025 09:54 MDT) **Title:** _____ **Date:** 05/20/2025

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: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Info Tech Research Group Inc Amendment 2 to PSA Item #24-0257

Info Tech Research Group Inc Amendment 1 to PSA Item #24-0257

Professional Services Agreement Item #24-0257

New Mexico Statewide Price Agreement #10-00000-21-00103

Service Proposal

Certificate of Insurance

W9

Item#_____
Munis Contract#3204570
Original Contract Item# 24-0257
SWPA #: 10-00000-21-000103

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES CONTRACT (Tyler Munis Support)

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated March 28, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **Info Tech Research Group 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 business analysis services and support.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of four hundred seventy-eight thousand, six hundred twenty-eight dollars and eighty-eight cents ($478,628.88) including (8.1875%) gross receipts tax in the total amount of thirty-nine thousand, one hundred eighty-seven dollars and seventy-three cents ($39,187.73) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate

of compensation not to exceed six hundred and sixty-six thousand and eight hundred and fifty-six dollars and sixty-five cents ($666,856.65), including (8.1875%) gross receipts tax in the total amount of fifty thousand, four hundred sixty-six dollars and ninety-one cents ($50,466.91). The total amount payable to the Contractor under this Agreement, including (8.1875%) gross receipt tax and expenses, shall not exceed six hundred and sixty-six thousand and eight hundred and fifty-six dollars and sixty-five cents ($666,856.65). 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 Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided**.**

2. 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 be effective until approved by the City. This Contract shall terminate on June 25, 2028, unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: Info Tech Research Group Inc.

_____
ROBERT JULEI, DIRECTOR

DATE: 06/19/2025

CRS#03-323501005

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Item# 24-0415
Munis Contract# 3204570
Original Contract Item# 24-0257
SWPA/GSA/Coop/RFP/ITB #: 10-00000-21-000103

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT
ITEM#24-0257

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated March 28, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Info Tech Research Group 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 their Executive Counselor Services Membership to the City.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to add the following language as follows:

Info Tech will provide the City with their IT Research and Advisory Membership, which includes:

LEADERSHIP MEMBERSHIP: Unlimited analyst calls, full diagnostic access, contract reviews, assigned executive advisor;

WORKSHOP MEMBERSHIP

TEAM MEMBERSHIP: Access to core research content – project blueprints, Info-Tech Academy, online leadership training, software selection content, tools and template library;

REFERENCE MEMBERSHIP: Access to core research content – project blueprints, Info-Tech Academy, software selection content, tools and templates library;

ONSITE WORKSHIP MEMBERSHIP: 5-Day Onsite Workshop to solve most pressing problem.

2.. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of $98,490.67 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One hundred eighty-eight thousand two hundred twenty seven dollars and sixty-seven cents ($188,227.77) BASED UPON DELIVERABLES and MILESTONES, such compensation not exceed ($188,227.77), including gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under the Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

3. 3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 27, 2024 12:14 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
Info Tech Research Group Inc

SHALOME ANDRADE

TITLE: Legal Counsel

DATE: May 29, 2024

CRS# 5037093

Registration # 20-4312071

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

May 29, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

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Item #: 24-0257
Munis Contract #: 3204570
SWPA/GSA/Coop/RFP/ITB#: 10-00000—21-00103

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Info-Tech Research Group 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, Section 13-1-129.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

InfoTech will provide the City with their Executive Counselor Services Membership. With this membership, the City will receive a dedicated executive counselor, two onsite or virtual counselor visits, concierge services, ITT industry research, unlimited price benchmarking, and ITT vendor negotiation assistance for three contracts.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Executive Counselor Services Membership for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of Eighty-Two Thousand, Nine Hundred Fifty-Five dollars and Forty Nine cents ($82,955.49) BASED UPON DELIVERABLES and MILESTONES, such compensation not to exceed $82,955.49, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling Six Thousand Seven Hundred Eighty-One dollars and Sixty-One Cents ($6,781.61)

shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed Eighty-Nine Thousand, Seven Hundred Thirty-Seven dollars and Ten cents ($89,737.10). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate May 15, 2025. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 5-A and 13, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

New Mexico Statewide Pricing Agreement/Existing Agreements 13-1-129

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, 10-00000-21-00103 Information and Technology (IT) Professional Services, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the

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jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

Except for the Contractor's Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; (3) bodily injury and property damage; and, (4) gross negligence or willful misconduct; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Contractor or its related entities, suppliers, sub-contractors, agents or distributors is liable to City of Santa Fe for under this Agreement, for any reason whatsoever, including negligence, is Two Million Dollars ($2,000,000USD). The parties acknowledge that Contractor has set its prices and entered into this agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

City of Santa Fe
1600 St. Michaels Dr. Building #24
Mouton Hall
Santa Fe, NM 87501

To the Contractor:

Info Tech Research Group
3960 Howard Hughes Parkway Suite 500
Las Vegas, NV 89169

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine

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restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Mar 28, 2024 11:13 MDT)

JOHN BLAIR, CITY MANAGER

CONTRACTOR:
INFO TECH RESEARCH GROUP INC

Shalome Andrade DocuSigned by: A0B28119D97B416...

NAME

DATE: 21 February 2024

TITLE: Legal Counsel

DATE: 21 February 2024

CRS#: 5037093

Registration #: 20-4312071

ATTEST:

Geralyn Cardenas (Mar 28, 2024 11:34 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

6203650.510340

Org. Name/Org#:

Docusign Envelope ID: 78C85690-A698-4627-8B4E-AAE80540127F

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000132712
Info-Tech Research Group Inc.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169

Contact: Andrew Smith
Email: bids_contracts@infotech.com
Telephone No.: (226) 236-6475

Number: **10-00000-21-00103**

Amendment No.: **One**

Term: **June 22, 2021 – March 16, 2027**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

tam

Procurement Specialist: **Theresa Mendibles**

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Title: **Information Technology (IT) Professional Services – GS-35F-298GA**

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 June 17, 2025 to March 16, 2027 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 6/23/2025

MS

Certificate Of Completion

Envelope Id: 78C85690-A698-4627-8B4E-AAE80540127F
Status: Completed
Subject: Please DocuSign: 10-00000-21-00103 A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Theresa Mendibles
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Theresa.Mendibles@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

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6/23/2025 1:52:56 PM
Holder: Theresa Mendibles
Theresa.Mendibles@gsd.nm.gov
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Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 67.131.78.34	Sent: 6/23/2025 1:55:34 PM Viewed: 6/23/2025 1:58:03 PM Signed: 6/23/2025 1:59:05 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None)	tam Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 1:59:06 PM Viewed: 6/23/2025 2:53:43 PM Signed: 6/23/2025 2:53:52 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc		
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)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 2:53:53 PM Viewed: 6/23/2025 3:05:10 PM Signed: 6/23/2025 3:05:15 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2025 1:55:34 PM
Certified Delivered	Security Checked	6/23/2025 3:05:10 PM
Signing Complete	Security Checked	6/23/2025 3:05:15 PM
Completed	Security Checked	6/23/2025 3:05:15 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000132712
Info-Tech Research Group Inc.
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169

Email: rhuggett@infotech.com
Telephone No.: (888) 670-8889 x2691

Price Agreement Number**: 10-00000-21-00103**

Payment Terms**: See Contract**

F.O.B.**:** **See Contract**

Delivery**: See Contract**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

TM

Procurement Specialist**: Theresa Mendibles**

Telephone No**.: (505) 795-1894**

Email: **theresa.mendibles@state.nm.us**

Title: **Information Technology (IT) Professional Services - GSA-35F-298GA**

Term**: June 22, 2021 thru June 17, 2025**

This Price Agreement is made subject to the "terms and conditions" shown on subsequent pages, and as indicated in this Price Agreement.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.

Accepted for the State of New Mexico

Valerie Paulk
_____
Mark Hayden, New Mexico State Purchasing Agent

Date: 6/22/2021

x This Price Agreement was signed on behalf of the State Purchasing Agent.

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JDL

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

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rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

11. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, impose civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

18. Limitation of Liability: To the extent permitted by law, except for the Consultant's Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; (3) bodily injury and property damage; and, (4) gross negligence or willful misconduct; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Consultant or its related entities, suppliers, sub-contractors, agents or distributors is liable to the State for under this Agreement, for any reason whatsoever, including negligence, is Five Million Dollars ($5,000,000USD). The parties acknowledge that Consultant has set its prices and entered into this agreement in reliance on the limitations of liability and disclaimers of warranties and damages set forth herein, and that the same form a fundamental and essential basis of the bargain between the parties.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health

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insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Article XII – Supremacy Clause
In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

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Establish a Statewide Price Agreement based on GSA Contract # **GS-35F-298GA** for **Information Technology (IT) Professional Services**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Article and Description	Unit Price
1	EA	**Information Technology (IT) Professional Services**	

See GSA Catalog GS-35F-298GA for Pricing

DocuSign

Certificate Of Completion

Envelope Id: 59BEEDBFD3E84A89821B4DFCF126EB85
Status: Completed
Subject: Please DocuSign: 10-00000-21-00103_IT Prof Services.docx
Source Envelope:
Document Pages: 6
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Theresa Mendibles
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Theresa.Mendibles@state.nm.us
IP Address: 67.0.228.108

Record Tracking

Status: Original
6/18/2021 3:02:02 PM
Holder: Theresa Mendibles
Theresa.Mendibles@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222	Sent: 6/18/2021 3:09:12 PM Viewed: 6/18/2021 4:26:27 PM Signed: 6/22/2021 8:28:55 AM
Theresa Mendibles theresa.mendibles@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.228.108	Sent: 6/22/2021 10:31:53 AM Viewed: 6/22/2021 10:32:42 AM Signed: 6/22/2021 10:33:02 AM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.143.144 Signed using mobile	Sent: 6/22/2021 8:28:56 AM Resent: 6/22/2021 10:33:04 AM Viewed: 6/22/2021 8:29:34 AM Signed: 6/22/2021 10:34:30 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/18/2021 3:09:12 PM
Certified Delivered	Security Checked	6/22/2021 8:29:34 AM
Signing Complete	Security Checked	6/22/2021 10:34:30 AM
Completed	Security Checked	6/22/2021 10:34:30 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

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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.

City of Santa Fe

Service Proposal

INFO~TECH
RESEARCH GROUP

Robert Julei
Member Services Director
rjulei@infotech.com
1-888-670-8889 ext.3161

Hi Eric,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at City of Santa Fe.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at City of Santa Fe. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Robert Julei
Member Services Director
rjulei@infotech.com
1-888-670-8889 ext.3161

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

Proposal prepared for:

Eric Candelaria

City of Santa Fe
PO Box 909, Santa Fe, New Mexico,
United States 87504-0909

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: June 25, 2025 || Contract Length: 3-year
Contact: Eric Candelaria

City of Santa Fe

Product	Bundle Options	Description	Quantity	Subtotal	Discount	Total
Reference Membership		Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	5.00	$0.00	$0.00	$0.00
Advisory Membership		Unlimited analyst calls, full diagnostic access, virtual Industry Roundtable meetings, 1 software selection engagement	3.00	$81,409.53	$4,884.57	$76,524.96
Executive Counselor Membership	See below for your selected bundle products	Dedicated Executive Counselor, 2 Onsite/Virtual Counselor visits, Concierge Services, Industry Research, Unlimited Price Benchmarking, IT Vendor Negotiation Assistance for 3 contracts	1.00	$65,621.03	$3,937.26	$61,683.77
	Online IT Spend & Staffing Benchmarking Membership	IT Spend & Staffing Benchmarking Membership (Online)	1.00			
	Industry /MLE (Executive/ Technical Counselor Option)	Deep Insights Tailored To Your Industry	1.00			
Online Workshop Membership		5-Day Online Virtual Workshop to solve your most pressing problem	1.00	$22,695.99	$1,361.76	$21,334.23
					Total Discounts:	$10,183.59
					Total:	$159,542.96

All items stated on this document are in USD and is subject to applicable taxes.

State of New Mexico Statewide Price Agreement for Information Technology (IT) Professional Services - 10-00000-21-00103
Payment Terms: Net 30

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is an order for services under (and is subject to the terms and conditions of) the State of New Mexico Statewide Price Agreement for Information Technology (IT) Professional Services 10-00000-21-00103.

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of June 30, 2025.

Please return this signed Service Agreement to Info-Tech by DocuSign, email rjulei@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

_____

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement.

If you are tax exempt, please provide tax exemption certificate.

Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	June 25, 2025	$159,542.96	June 25, 2025	June 25, 2026	Pricing Includes Multi Year Discount
2	April 26, 2026	$159,542.96	June 25, 2026	June 25, 2027	Price Includes Multi Year Discount.
3	April 26, 2027	$159,542.96	June 25, 2027	June 25, 2028	Price Includes Multi Year Discount

Name _____ Signature _____

Title _____ Date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CertRequests@ajg.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURED INFOTEC-03 Info Tech Research Group, Inc. 3960 Howard Hughes Pkwy, S#500 Las Vegas NV 89169	**INSURER A :** Travelers Property Casualty Co of America — 25674 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1132365993 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB1N522742	2/2/2025	2/2/2026	☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909,
Santa Fe NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
201 E 4th Street
Suite 625
Cincinnati IL 45202

CONTACT NAME: certrequests@ajg.com
PHONE (A/C, No, Ext): 513-421-6515 **FAX (A/C, No):** 513-421-0130
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INFORES-01
Info-Tech Research Group Inc.
3960 Howard Hughes Parkway, Suite 500
Las Vegas NV 89169

COVERAGES **CERTIFICATE NUMBER:** 2101443783 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		7039551177	5/19/2025	5/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		7039551180	5/19/2025	5/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7039551194	5/19/2025	5/19/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Tech E&O - Claims Made Retro Date 5.19.2022 See Attached for details			7039561580	5/19/2025	5/19/2026	Each Claim Aggregate Limit Deductible	$5,000,000 $5,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PLEASE SEE ATTACHED FOR CYBER LIABILITY.

City of Santa Fe is included as additional insured under the general liability and auto liability when required by written contract. Umbrella follows form.

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909,
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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05.19.2025 – 05.19.2026
Continental Casualty Company
Policy # 7039561580

TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART

It is understood and agreed:

SCHEDULE			
Cyber Insurance Coverage Sublimits of Insurance and Deductibles			
Coverage	**Sublimit of Insurance:**	**Deductible:**	
Network Security and Privacy	Sublimit does not apply to this coverage		
Privacy Regulation Proceeding	$5,000,000	$100,000	
Privacy Event Expense Reimbursement	$5,000,000	$100,000	
Extortion Demand Reimbursement	$5,000,000	$100,000	
Data Restoration	$1,000,000	$100,000	
Business Interruption and System Failure			
(1) Business Income Loss	$5,000,000	$100,000	
		Waiting Period (in hours)	8

4. Retroactive Date	Technology Errors and Omissions Liability	05/19/2022
	Media Liability	05/19/2022
	Network Security and Privacy	05/19/2022
	Privacy Regulation Proceeding	05/19/2022

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

INFO-TECH RESEARCH GROUP INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

3960 HOWARD HUGHES PARKWAY, SUITE 500

6 City, state, and ZIP code

LAS VEGAS, NEVADA 89169

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

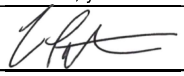
2	0	–	4	3	1	2	0	7	1

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** January 1 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CHANDLER, JOSHUA L. (Contractor)

From: SCOTT, MARK A.
Sent: Wednesday, July 2, 2025 2:50 PM
To: CHANDLER, JOSHUA L. (Contractor)
Subject: Re: Emergency Approval Request - Info tech Research Group, Inc Amendment #2

I'm good with this.

Mark Scott
City Manager
mscott@santafenm.gov
(505) 946-7915

From: CHANDLER, JOSHUA L. (Contractor) <jlchandler@santafenm.gov>
Sent: Wednesday, July 2, 2025 9:50 AM
To: SCOTT, MARK A. <mscott@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; GOMEZ, ERIN A. <eagomez@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>
Subject: Emergency Approval Request - Info tech Research Group, Inc Amendment #2

The ITT Department respectfully requests your approval to expedite Info Tech Research Group, Inc Amendment #2 to Professional Services Agreement Item #24-0257 through an abbreviated committee review process.

REQUEST: We are seeking approval to present Amendment #2 to only two committees next week:

- Finance Committee
- Governing Body

JUSTIFICATION: This request is being made on an emergency basis due to the imminent expiration of Amendment #1 on June 25th, 2025. To ensure continuity of services and avoid any disruption to critical systems, immediate action is required.

NEXT STEPS: Upon your approval, the City Clerk's office will assist with posting the necessary meeting captions and documentation to facilitate the expedited review process.
We appreciate your consideration of this time-sensitive matter and are available to provide any additional information you may require.

Requested Action: Please approve the abbreviated committee review process for Amendment #2 to prevent service interruption.

Emergency Approval Request - Info Tech Research Group, Inc Amendment #2

Thank you,
Joshua Love Chandler

Contract Administrator
ITT Department/Mouton Hall
OFFICE: 505-955-5519
WORK CELL: 505-629-7314
Email: jlchandler@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

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City of Santa Fe, New Mexico
Memorandum

DATE: June 30th, 2025

TO: Mark Scott, City Manager MS

VIA: Eric Candelaria, ITT Department EC
Director

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active approval for Info Tech Research Group, Inc Amendment #2

ITEM & ISSUE:

Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Info Tech Research Group, Inc Amendment #2 to Professional Services Agreement Item #24-0257 which expired on June 25th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.

Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

Page 32 of 37

A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;

B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;

C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;

D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Jul 2, 2025 14:50 MDT)

Mark Scott, City Manager

Eric Candelaria (Jul 2, 2025 10:00 MDT)

Eric Candelaria, ITT Director

CITY OF SANTA FE

The Purchasing Memo

Date: June 17, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Joshua Chandler, Contracts Administrator

Via: Eric Candelaria, ITT Department Director EC

Subject: IT Connect Professional Services Agreement Amendment No. 2

Vendor Name: IT Connect Inc

Munis Vendor Number: 8646

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Professional Services Agreement Item #23-0169 to Increase the Compensation Amount by $225,030 Including NMGRT and Extend the Termination Date by One (1) Year. (Lorraine Nobes, EPMO Manager; lenobes@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3204019.

BACKGROUND AND SUMMARY:

Our comprehensive Project Management Services deliver end-to-end oversight of IT projects and programs, guiding initiatives from conception through successful completion. Our experienced managers coordinate cross-functional teams while developing and maintaining detailed project plans that ensure alignment with organizational objectives. We provide clear direction to Subject Matter Experts, establishing priorities and defining deliverables to drive timely project completion. Through regular stakeholder engagement, we identify emerging needs, conduct system usage assessments, and deliver targeted training to optimize performance. Our collaborative approach combines technical expertise with strong communication skills to ensure successful outcomes that meet both timeline and quality expectations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ERP/Fund 325

Munis Org Name/Number: ITT Enterprise Resource Planning/3253950

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 07/01/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The procurement method is the State of New Mexico General Services Department State Price Agreement (SPA) #30-00000-23-00080BP which expires on February 8, 2028.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 07/01/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria (Jun 18, 2025 12:06 MDT) **Title:** Director, ITT **Date:** 05/20/2025

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Amendment No. 2 to Professional Services Agreement Item #23-0169
Amendment No. 1 to Professional Services Agreement Item #23-0169
Professional Services Agreement Item #23-0169
Statewide Price Agreement# 30-00000-23-00080BP
IT Connect Quote
IT Connect COI
IT Connect W9

Item#_____
Munis Contract# 3204019
Original Contract Item # 23-0169
SWPA #: 30-00000-23-00080BP

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 24, 2023 (the "Agreement"), between the City of Santa Fe (the "City") **IT Connect, 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 its designation as Project Management, rendering services related to Project Management and IT Related Projects for the City as prescribed in proposal MIS-3204019 attached thereto.

B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $225,030.00, which includes New Mexico gross receipts tax of $17,030.00 so that Article 2, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one hundred dollars ($100.00) per hour, where such compensation not to exceed five hundred eighty-two thousand

eighty-two dollars and one cent ($582,082.01), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling forty-four thousand, two hundred sixty-two dollars and one cent ($44,262.01) 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 five hundred eighty-two thousand, eighty-two dollars and one cent ($582,082.01). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety replace by the following Article 3:

This Agreement shall not become effective until approved by the City and shall terminate on June 30, 2026, 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 not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
IT Connect, Inc.

_____
Kareem Edwards, President

DATE: 06/17/2025

CRS# 03-036593-007_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

Item# 24-0386
Munis Contract# 3204019
Original Contract Item# 23-0169
SWPA/GSA/Coop/RFP/ITB #: 30-100000-23-00080BP

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #23-0169

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 24, 2023 (the "Contract"), between the City of Santa Fe (the "City") and IT Connect 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 its designation as Project Management, rendering services related to Project Management and IT Related Projects for the City.

B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $159,490.01 including New Mexico gross receipts tax so that Article 2, paragraph A reads in its entirety as follows:

1. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ninety-four dollars and fifty cents ($94.50) per hour, where such compensation not to exceed three hundred fifty-seven thousand fifty-two dollars and one cent ($357,052.01), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty-seven thousand two hundred thirty-two dollars and one cent ($27,232.01) 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 three hundred fifty-seven thousand, fifty-two and one cent, (AMOUNT: $357,052.01). This amount is a maximum and not a guarantee that the work assigned to be performed by**

Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on twelve (12) months from signature approval.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 14, 2024 17:34 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 14, 2024

CONTRACTOR:
IT Connect

Kareem Edwards

KAREEM EDWARDS

PRESIDENT
TITLE

DATE: Apr 24, 2024

CRS# 030365593007

Registration # _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/12/2024 XIV

CITY ATTORNEY'S OFFICE:

Apr 24, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Item# 23-0169
Munis Contract# 3204019

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 **IT Connect**, 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 Project Management, rendering services related to Project Management and IT Related Projects 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 twelve months from signature approval, 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:

A. Senior Business Analyst / Project Coordinator

1) Apply critical thinking to gathered requirements.

2) Clarify questions from the technology team to align software solutions to business needs and business requirements.

3) Translate technical requirements into layman's terms to validate solutions meet intended use.

4) Create documentation, such as requirements for specifications and update as needed

5) Analyzing and resolving complex business issues.

6) Assist the project manager with project planning

7) Assist project manager with scheduling and planning

8) Facilitates information gathering sessions

9) Assist in the in the tracking and management of open issues and assists in planning for resolution.

10) Supports establishment of test plans, test cases and executes testing.

11) Support with end user training.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Stakeholder Satisfaction-Document all requirements and the business solution such that all stakeholders understand them clearly to go about their tasks. This would include feedback from stakeholders on the Senior Business Analyst quality leadership, documentation and requirements and any analysis documentation or reports.

2) Quality of Project documentation or reports- Project documentation should be clear and concise. The documentation or reports should be produced with the mindset of immediate utilization.

3) Time-How much time did the Senior Business Analyst take to identify and Understand the client's key problems and design a solution and send for approval. How much time was spent on rework on the same item or task? If approval is delayed on the client's side this does not negatively affect the Senior Business Analyst's performance.

4) Implementation of Recommendation-In order to show improvement in the productivity the recommendations made by the Senior Business Analyst and project team to the stakeholders should increase in productivity and efficiency in daily production. Assess the impact of the solution on various stakeholders and be able to display the effectiveness of the Senior Business Analyst.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on Attachment 1 Deliverable Table.

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.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of fifteen thousand two hundred dollars ($15,200.00) per month, such compensation not to exceed ($182,400.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($15,162.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (One Hundred Ninety Seven Five Hundred Sixty Two dollars ($197,562.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate **12 months from signature approval** 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 not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any

other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. 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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:
City of Santa Fe
1600 St. Michaels Drive Building #24
Santa Fe, NM 87501

To the Contractor:
IT Connect Inc.
7505 Mallard Way, Unit F
Santa Fe, NM 87507

27. 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.

28. 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.

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Apr 24, 2023 12:28 MDT)

JOHN BLAIR, CITY MANAGER

DATE: John Blair
John Blair (Apr 24, 2023 12:28 MDT)

CONTRACTOR:
IT Connect Inc.

Brian E. Hardy
NAME

Executive Vice President
TITLE

DATE: Apr 10, 2023
CRS# 03-036593-00-7

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 10, 2023 09:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 20, 2023 16:09 MDT)

EMILY OSTER, FINANCE DIRECTOR
Org. Name/Org#.ITT ENTERPRISE RESOURCE PLANNING 3253950
510310

AH
AH

Docusign Envelope ID: 306F9A82-BBB0-4714-A858-5F883B419FBC

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000042580
ITConnect Inc.
7505 Mallard Way Suite F
Santa FE, NM 87507

Contact: Kareem Edwards
Email: kareem@itconnectinc.com
Telephone No.: (505) 428-2828, 505-501-0186

Contract Number: 30-00000-23-00080BP

Amendment No.: One

Term: February 9, 2024 – February 8, 2028

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Lucy Vigil-Rendon (505) 629-2297

Procurement Specialist: Yuliastuti Wulandari YW

Telephone No.: (505) 469-2248

Email: Yuliastuti.Wulandari@gsd.nm.gov

Title: Information Technology Professional Services

This amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Revise Article 33 – Additional Provisions

See Amendment No. 1 for details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Docusign Envelope ID: 306F9A82-BBB0-4714-A858-5F883B419FBC

State of New Mexico

General Services Department, State Purchasing Division
Information Technology Agreement

General Services Contract Amendment
Statewide Price Agreement No.: 30-00000-23-00080BP
Amendment No.: One

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division**, hereinafter referred to as the "Procuring Agency," and **ITConnect, Inc.,** hereinafter referred to as the "Contractor".

The purpose of this Amendment is to revise Article 33 – Additional Provisions in its entirety.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Article 33 – Additional Provisions

a. Reporting:

The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report and Fee Due Date:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Contractor agrees to utilize the New Mexico Quarterly Sales report provided by State Purchasing Division. The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Detailed instructions can be found on page one of the excel Quarterly Sales Report.

Reports must be submitted via email to:
GSD.QuarterlyUsageR@gsd.nm.gov

New Mexico State Purchasing Division Quarterly Sales Report- template can be located at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

A list of New Mexico State Agencies can be located at:
https://www.nm.gov/departments-and-agencies/

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b. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the New Mexico State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico State Agencies and local public bodies. The Contractor shall indicate the contract number **30-00000-23-00080BP** on the quarterly sales report and remit payment, no later than thirty days following the end of each quarter. State Purchasing Division only accepts check payments.

Payments must be submitted via U.S. mail to:

New Mexico State Purchasing Division
Attention: Compliance
P.O. Box 6850, Santa Fe, New Mexico 87502

All other Articles and Deliverables of the original contract remain the same.

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: Kareem Edwards Date: 8/12/2024
Kareem Edwards, President
ITConnect, Inc.

Approved for legal sufficiency:

By: Jason Clack Date: 8/13/2024
Jason Clack, General Counsel
Department of Information Technology

Approved for financial sufficiency:

By: Eve Banner Date: 8/12/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

BTIN: **03-0365930-07**

By: Ann Marie Lucero Date: 8/12/2024
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

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Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: Date: 8/13/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: Dorothy Mendonca Date: 8/13/2024

State Purchasing Agent
State Purchasing Division

Certificate Of Completion

Envelope Id: 306F9A82BBB04714A8585F883B419FBC
Status: Completed
Subject: 30-00000-23-00080BP A001 Information Technology Professional Services - ITConnect, Inc
Source Envelope:
Document Pages: 5
Signatures: 6
Certificate Pages: 6
Initials: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Yuliastuti Wulandari
1100 S Saint Francis Dr
Santa Fe, NM 87502
Yuliastuti.Wulandari@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/12/2024 1:40:41 PM
Holder: Yuliastuti Wulandari
Yuliastuti.Wulandari@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/12/2024 1:44:07 PM Viewed: 8/12/2024 2:01:31 PM Signed: 8/12/2024 2:01:37 PM
Kareem Edwards Kareem@itconnectinc.com President ITConnect, INC Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/12/2024 2:02:43 PM ID: 9ac9b09d-71e8-4b37-affb-56d93aeb891e	Kareem Edwards Signature Adoption: Pre-selected Style Using IP Address: 70.190.9.189	Sent: 8/12/2024 2:01:39 PM Viewed: 8/12/2024 2:02:44 PM Signed: 8/12/2024 2:04:12 PM
Ann Marie Lucero annmarie.lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Signing Group: 33300 - CRS Verification Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 8/12/2024 2:04:14 PM Viewed: 8/12/2024 4:17:57 PM Signed: 8/12/2024 4:19:12 PM
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	Eve Banner Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.190	Sent: 8/12/2024 4:19:14 PM Viewed: 8/12/2024 4:35:43 PM Signed: 8/12/2024 4:36:04 PM

Signer Events	Signature	Timestamp
Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
EPMO epmo@doit.nm.gov State of New Mexico, Dept of Information Technology Signing Group: 36100 - EPMO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/19/2023 3:10:28 PM ID: e00b03a4-ad65-4ad1-8658-6bae1fc1746e	EPMO Signature Adoption: Pre-selected Style Using IP Address: 164.64.40.4	Sent: 8/12/2024 4:36:06 PM Viewed: 8/13/2024 11:58:03 AM Signed: 8/13/2024 11:58:15 AM
Jason Clack Jason.Clack@doit.nm.gov General Counsel DoIT Signing Group: 36100 - General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/2/2024 10:42:31 AM ID: b05cd15d-ec9e-4243-938f-416518acd8d6	Jason Clack Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.184	Sent: 8/13/2024 11:58:16 AM Viewed: 8/13/2024 12:12:43 PM Signed: 8/13/2024 12:12:50 PM
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Signing Group: 36100 - Cabinet Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79	 Signature Adoption: Drawn on Device Using IP Address: 164.64.136.0	Sent: 8/13/2024 12:12:53 PM Viewed: 8/13/2024 12:34:34 PM Signed: 8/13/2024 12:34:40 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/13/2024 12:34:42 PM Viewed: 8/13/2024 12:37:27 PM Signed: 8/13/2024 12:37:30 PM
Yuliastuti Wulandari yuliastuti.wulandari@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/13/2024 12:37:32 PM Viewed: 8/13/2024 1:00:02 PM Signed: 8/13/2024 1:00:07 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/12/2024 1:44:07 PM
Certified Delivered	Security Checked	8/13/2024 1:00:02 PM
Signing Complete	Security Checked	8/13/2024 1:00:07 PM
Completed	Security Checked	8/13/2024 1:00:07 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Contract Cover Page

Awarded Vendor:
0000042580
ITConnect Inc.
7505 Mallard Way Suite F
Santa FE, NM 87507

Contact: Kareem Edwards
Email: kareem@itconnectinc.com
Telephone No.: (505) 428-2828, 505-501-0186

Contract Number**:** **30-00000-23-00080BP**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Shawn Elkins- (505) 629-2297

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No**.:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title**:** **Information Technology Professional Services**

Term**:** February 9, 2024 thru February 8, 2028

Awarded Categories:
ITConnect Inc.
2 IT Project Management, Planning, & Analysis Services
5 End User Support Services
6 Systems Administration Services
7 Network Services
8 IT Security Services
13 IT Business and Process Consulting Services

This attached Contract is made subject to the "terms and conditions" as indicated.

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STATE OF NEW MEXICO

General Services Department, State Purchasing Division
Information Technology Agreement

STATEWIDE PRICE AGREEMENT NO. 30-00000-23-00080BP

This Information Technology Professional Services Statewide Price Agreement ("SWPA") is made by and between the State of New Mexico, **General Services Department, State Purchasing Division,** and **ITConnect, Inc.,** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq;* and Procurement Code Regulations, NMAC 1.4.1 *et.seq;* Contractor has held itself out as expert in providing the Information Technology Professional Services ("ITPS") identified in the Scope of Work contained herein, and the General Services Department has selected the Contractor as an offeror advantageous to the State of New Mexico for providing such services; and

WHEREAS, all terms and conditions of the **30-00000-23-00080BP** IT Professional Services Request for Proposals and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Entity.
B. "Application Deployment Package" means the centralized delivery of business-critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.
C. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" means a request to modify an express provision of a Professional Services Agreement entered pursuant to this SWPA, including a request to amend any such Agreement.
E. "Chief Information Officer (CIO)" means the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico, or the CIO of a Procuring Entity, or the Designated Representative of a CIO.
F. "Confidential Information" means any information that is not subject to inspection under the Inspection of Public Records Act.
G. "Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

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H. "Contractor" means any entity that has a contract with a Procuring Entity.
I. "Contractor Intellectual Property" means any and all proprietary information owned by, licensed to or created by a Contractor, other than Procuring Entity Intellectual Property.
J. "Contract Manager" means a Qualified person from the Procuring Entity responsible for all aspects of the financial administration of a Professional Services Agreement. The same person may serve as the Contract Manager and the Executive Level Representative.
K. "Default" or "Breach" means a failure to perform an obligation owed under this this SWPA, or under a Professional Services Agreement entered pursuant to this SWPA, or preventing another Party's performance of its obligations under either agreement.
L. "Deliverable" means any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work in a Professional Services Agreement.
M. "Designated Representative" means a substitute(s) for a title or role, when the primary is not available.
N. "Desirable" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.
O. "Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
P. "DoIT" means the Department of Information Technology.
Q. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to a device, code, software, application or program, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
R. "Escrow" means holding any property or instructions by a third-party agent, pursuant to the terms and conditions of an escrow agreement that specifies contingencies that trigger actions by the escrow agent.
S. "Executive Level Representative or ELR" means the individual empowered with the authority to represent and make decisions on behalf of the Procuring Entity's executive or his/her Designated Representative. An ELR and a Contract Manager may be the same person.
T. "GRT" means New Mexico gross receipts tax.
U. "Hosting" means providing data storage, transfer and retrieval processes, and also includes all services relating to ongoing operation and maintenance of a data storage, transfer and retrieval system. Hosting also refers to Software as a Service (SaaS) and similar solutions. "Hosting" does not mean professional services relating to the design or implementation of a "Hosting" solution.
V. "Independent Verification and Validation (IV&V)" means the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the Procuring Entity.
W. "IT" means Information Technology.
X. "Know How" means all tangible and intangible property or information including, but not limited to, all equipment, devices, documents, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the

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enablement of any Procuring Entity Intellectual Property or Deliverable under a Professional Services Agreement.

Y. "Payment Invoice" means a Contractor's request for payment of Services issued in compliance with Article 3 of this Agreement.

Z. "Price Agreement (SWPA)" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a Professional Services Agreement, if the ordered services are within the scope of work and quantity limitations of the Price Agreement.

AA. "Procuring Entity" means any eligible user who enters into a Professional Services Agreement to procure services offered under this SWPA.

BB. "Procuring Entity Intellectual Property**"** means any-and-all proprietary information, confidential information, or Know How owned by, licensed to, or created for a Procuring Entity.

CC. "Professional Services Agreement (PSA)" means contracts used to procure specific professional services or deliverables off of a SWPA, as provided in Article 2(B).

DD. "Project" means a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

EE. "Project Manager" means a Qualified person designated or accepted by the Procuring Entity to be responsible for overseeing and coordinating a Project from initiation to close.

FF. "Qualified" means demonstrated experience performing specified Professional Services.

GG. "Quality Assurance" means a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

HH. "Services" means the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

II. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific ITPS.

JJ. "State Purchasing Agent (SPA)" means the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

KK. "State Purchasing Division (SPD)" means the State Purchasing Division of the General Services Department for the State of New Mexico.

LL. "Software" means all operating system and application software used by the Contractor to provide the Services under this Agreement.

MM. "Operation and Maintenance" means the set of activities which ensure consistent implementation of the originally Accepted (baseline) product set, or that result in corrections, insertions, deletions, extensions, and Enhancements to the baseline system to ensure promised functionality.

NN. "Source Code" means the human-readable programming instructions organized into sets of files which represent the business logic for an application.

OO. "Turnover Plan" means the written plan developed by the Contractor and approved by the Procuring entity in the event that the work described in this Agreement transfers to another vendor or the Procuring Entity.

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PP. "Unit Rate" means a pricing mechanism linked to a period of time (e.g., hourly, daily, weekly), to a quantity (e.g., per item, per-person, per-device, per location), to an event (e.g., per-call, per-visit, per-scan) or to some combination of these.

Additional Definitions Specific to IT Professional Services:

1. "Experience Level" means the number of years of experience for the subject IT Professional Service Category, and includes the following levels:
   a. Junior level is (between) 1 - 4 years;
   b. Mid-level is (more than) 4 years and (less than) 7 years; or
   c. Senior level is (more than) 7 years.
2. "Funding Commitment Achieved" means the Federal E-Rate funding achieved for the customer.
3. "IT Professional Services (ITPS)" mean the IT Professional Service Categories defined in Article 26, excluding:
   a. Any form of tangible personal property,
   b. Equipment,
   c. Hardware,
   d. Software, Licensed software,
   e. Website software tools, hosting or internet access,
   f. Transport of voice or data communications outside the requirement of the service categories. For example, website application development and maintenance and support are included. However, Website software tools, hosting or Internet access are out of scope,
   g. Subscription services other than Information Technology Research and Advisory Services. Subscription services for all other Categories are excluded.
4. "IT Professional Services Categories" means IT Professional Services for which Contractor has been awarded a SWPA, and specifically identified in Exhibit A to this Agreement. The IT Professional Services defined for all categories are provided in Article 26 of this Agreement.
5. "Key Staff" means the Qualified Personnel proposed as the client engagement manager/key point of contact and proposed technical lead(s) for each IT Professional Service Category.
6. "Local Area Network (LAN)" means a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings.
7. "Maximum Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel. This rate does not include state gross receipts tax or local taxes.
8. "Public School Capital Outlay Council (PSCOC)" means the body with responsibility to approve allocations for public school capital outlay assistance.
9. "Public School Facilities Authority (PSFA)" means the agency under the PSCOC charged with responsibility for overseeing projects and shall serve as the owner's representative for work performed under this RFP.
10. "Qualified Personnel" means employees or subcontractors employed by the Contractor who,

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by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience, has successfully demonstrated ability to identify and solve or resolve problems relating to the subject matter, the work, or the project and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

11. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific IT professional services.
12. "Subscription Services" means a business model that a customer pays a recurring price to use or access and shall apply only to IT Professional Service Category 11, "Information Technology Research and Advisory Services and as defined in IT Professional Services in item (3.g) above." Subscription services for all other service categories are excluded.

ARTICLE 2 – SCOPE OF WORK

A. SWPA Scope of Work. The scope of work is to establish multiple statewide price agreements of qualified vendors based on standards across all IT Professional Services, from which state agencies and other eligible purchasers can select from various qualified IT Professional Services Contractors. The various IT Professional Services are limited to those defined in Article 26 of this Agreement. Contractors are to assume that all on-site work will be performed at a Procuring Entity office in New Mexico unless otherwise approved by the Procuring Entity contracting for services. The items NOT included in the scope of this Agreement are defined in Article 1(3).

B. PSA Scope of Work. Contractor shall provide those Professional Services that are required to accomplish the Scope of Work established in Exhibit 1 to a PSA. Links to the PSA are provided below:

1. Professional Services Agreement (PSA) for Non-Staff Augmentation
2. Professional Services Agreement (PSA) for Staff Augmentation

C. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Entity the Performance Measures set forth in this SWPA and in a PSA.

D. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit 1 to a PSA.

E. Subscription Service. If a PSA procures a subscription service, Contractor hereby grants Procuring Entity a non-exclusive, irrevocable license to use, the service, and any and all updates, corrections, and revisions to the service, for the term specified in the PSA.

F. Procuring Entity IP Rights.

1. Rights to Software. The Procuring Entity will own all rights, title, and interest in

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and to the Procuring Entity's Intellectual Property, Know-How, and the Deliverables, provided by the Contractor. The Contractor will take all actions necessary and transfer ownership of the Deliverables, Procuring Entity Intellectual Property and Know How to the Procuring Entity, without limitation, on Final Acceptance or as otherwise provided in a PSA.

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of Procuring Entity Intellectual Property.

3. Rights to Data. Any and all Procuring Entity data stored on the Contractor's servers or within the Contractor's custody is the sole property of the Procuring Entity. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Entity's data in any manner, or provide it to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall protect Procuring Entity data as required by law or a PSA, and in no case with less rigor than Contractor uses to protect its own confidential data.

ARTICLE 3 – COMPENSATION

A. Basis of Compensation. Procuring Entity will pay Contractor pursuant to Paragraph B of this section, subject to the maximum price set for each Deliverable stated in the PSA, less retainage, if any, identified in that agreement.

The applicable unit prices for professional services by category are set forth in Exhibit A to this SWPA.

Upon request of the Procuring Entity, Contractor shall provide satisfactory evidence of applicable unit pricing.

B. Maximum Compensation. Total maximum compensation for a procurement off of this SWPA shall be specified in the PSA, and shall be inclusive of estimated GRT, as applicable. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. In no event will Procuring Entity pay Contractor for any amount that exceeds the maximum total amount without the PSA being amended in writing.

C. Invoicing. Procuring Entity shall pay Contractor upon Procuring Entity's Acceptance of Contractor's detailed and certified Payment Invoice(s). Each Payment Invoice shall identify the Deliverable and, as applicable, unit pricing. Unit pricing shall specify the unit price category, associated price, the number of units delivered per price category, the total invoiced amount for the number of units delivered per price category, the tax locations where services were performed and received, the applicable GRT rate and the GRT amount. Unless otherwise specified in a PSA, Contractor shall submit invoices monthly, and upon the acceptance of each Deliverable.

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Contractor shall create and maintain contemporaneous time and expenditure records that indicate the date, time, nature, personnel and unit rate of services rendered pursuant to a PSA, and provide those records to the Procuring Entity upon request.

The invoiced amount for a deliverable shall be the lesser of the itemized billings for the actual units delivered based on the unit rate pricing specified in a PSA, or the maximum total amount specified for a deliverable, less any retainage. Procuring Entity will not pay more than the maximum total amount if billed units exceed the maximum total amount.

D. Taxes. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

E. Retainage. A PSA may include a Retainage provision that authorizes the Procuring Entity to retain a percentage of the amount due under each Contractor invoice pending interim or final acceptance of a Deliverables or Deliverables. A Procuring Entity shall release all retained amounts to Contractor as specified in a PSA.

F. Rate Changes.

1. Maximum Unit Rates shall not increase for the four-year term of this Agreement. Contractor may request annual rate increases, that shall not exceed the increase in the Consumer Price Index since the last rate setting. At any time during the term of this Agreement, Maximum Unit Rate reductions are encouraged and shall be submitted to DoIT and SPD for review and approval resulting in a written amendment to the SWPA. Authorized price increases under this Agreement shall only be applied prospectively, and shall not apply to an existing PSA.

2. A Procuring Entity is encouraged to negotiate pricing, not to exceed the maximum price for services awarded, with any Contractor on a SWPA.

3. This Agreement may not be extended if the Contractor does not adhere to all terms and conditions of this Agreement, including administrative reporting and fee submission.

4. The Contractor, its employee(s) and subcontractor(s), if any, shall be independent contractors and not employees of the State of New Mexico.

5. Contracts issued under this Agreement, shall be performed under the direction of a Procuring Entity and services will be performed only as specified in an executed PSA.

ARTICLE 4 – ACCEPTANCE

A. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No final payment

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or release of retainage shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit 1 to the PSA.
2. Complies with the terms and conditions of the SWPA and PSA.
3. Meets the performance measures for the Deliverable(s) specified in the PSA and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the deliverable(s); and
5. Complies with all the requirements of this SWPA and the PSA.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

B. Rejection. Unless the Executive Level Representative gives notice of rejection within the twenty (20) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement.

The Procuring Entity may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Entity may terminate this Agreement.

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ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE STATE PURCHASING AGENT.

The initial term of the Agreement shall be for four (4) years, effective upon signature of the last of all required signatories. The contract term, including extensions and renewals, shall not exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. A Procuring Entity may terminate a PSA for convenience or cause. The Contractor may only terminate a PSA based upon an uncured, material breach of the PSA by the Procuring Entity.

B. Appropriations. A Procuring Entity may terminate a PSA, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of a PSA. The Procuring Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Entity terminates this Agreement pursuant to this subsection, the Procuring Entity shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Entity Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the Procuring Entity shall give Contractor written notice of termination of a PSA at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Entity written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall identify:

(i) all the Procuring Entity's material breaches of this SWPA or the PSA upon which the termination is based; and

(ii) state what the Procuring Entity must do to cure such material breaches. Contractor's notice of termination shall only be effective:

a. if the Procuring Entity does not cure all material breaches within the thirty (30) day notice period; or

b. in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Entity does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, a Procuring Entity may immediately terminate a PSA upon written notice to the Contractor if:

(i) the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Entity;

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(ii) during the term of the PSA , the Contractor is suspended or debarred by the State Purchasing Agent; or

(iii) the PSA is terminated pursuant to Paragraph B of this Article.

D. Liability. Except as otherwise expressly allowed or provided under this SWPA or the PSA, the Procuring Entity's sole liability upon termination shall be to pay for acceptable work performed prior to the termination date; provided, however, that a termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this SWPA or PSA. The Contractor shall submit an invoice for such work within thirty (30) days of the termination date of a PSA. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT OR A PSA.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event a PSA is terminated for any reason, or upon expiration of the PSA, and in addition to all other rights set forth in this Agreement and the PSA, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Entity property in which the Procuring Entity has a financial interest and any and all data, Know How, Intellectual Property, inventions, data or property of the Procuring Entity;
2. Incur no further financial obligations for materials, Services, or facilities under the PSA without prior written approval of the Procuring Entity;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Entity may direct, for orderly completion and transition;
4. Take such action as the Procuring Entity may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Entity is not liable for any costs arising out of termination and that the Procuring Entity is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Entity's programs;
7. In the event that this Agreement or a PSA is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Entity's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Entity the full amount of the reduction;
8. Should this SWPA or a PSA terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Entity for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this SWPA or a PSA is terminated for any reason, or upon the expiration of either, the Contractor shall develop and submit to the Procuring Entity for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures

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that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Entity and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Entity or created by the Contractor under this Agreement, to the Procuring Entity, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Entity, the Contractor shall provide to the Procuring Entity a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Entity or created by the Contractor.

B. Procuring Entity. In the event this SWPA or a PSA is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this SWPA or a PSA, the Procuring Entity shall:

1. Retain ownership of all work products and documentation created by Contractor pursuant to a PSA; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Entity, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source that arises out of Contractor's performance of, or failure to perform, this Agreement or a PSA. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by electronic mail, with a receipt confirmation, the legal counsel of the Procuring Entity, the Risk Management Division of the New Mexico General Services Department, and DoIT.

B. The indemnification obligation under this Agreement or a PSA shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits asserted against or payable by an indemnified party. Money due or to become due to the Contractor under this Agreement or a PSA may be retained by the Procuring Entity, as necessary, to satisfy any indemnity obligation owed by Contractor pursuant to this Agreement.

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ARTICLE 9 –– INTELLECTUAL PROPERTY

A. Ownership. Unless otherwise specified in a PSA, Procuring Entity shall be considered the creator and owner of all Procuring Entity Intellectual Property arising from the performance of a PSA by Contractor. Procuring Entity shall own the entire right, title and interest to all such Intellectual Property worldwide, and, other than in the performance of this Agreement or a PSA, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Procuring Entity Intellectual Property to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall notify the Procuring Entity, within fifteen (15) Business Days, of the creation of any Procuring Entity Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Procuring Entity Intellectual Property vests in the Procuring Entity and shall take no affirmative actions that might have the effect of vesting all or part of the Procuring Entity Intellectual Property in any entity other than the Procuring Entity. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Entity, Contractor hereby acknowledges and agrees to grant to the Procuring Entity and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless Procuring Entity, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under a PSA infringes any Intellectual Property right of a third party, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Entity based upon Contractor's Intellectual Property infringement relating to any product or Services provided under a PSA, the Contractor agrees to reimburse the Procuring Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Entity shall:

1. Give the Contractor written notice of any infringement claim as soon as practicable;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Entity Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the Procuring Entity the right to continue using the product or service and fully indemnify the Procuring Entity against all claims that may arise out of the Procuring Entity’s use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value

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of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Entity to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

The Contractor expressly warrants that the Deliverable(s) specified in a PSA will comply with the terms of the PSA, with Contractor's official published specifications for the Deliverables and with all generally accepted industry standards applicable to the Deliverables. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. This warranty extends two (2) years after final acceptance, unless a different (longer/shorter) duration is specified in a PSA.

ARTICLE 12 – CONTRACTOR PERSONNEL: *(*Key Staff and Qualified Personnel)

A. Contractor Personnel. Contractor's Qualified Personnel are listed by level of experience on **Exhibit A**, attached hereto. Contractor's Key Staff are those individuals considered by the Procuring Entity to be mandatory to the work to be performed under a PSA and identified in such. Contractor's Qualified Personnel and Key Staff identified in a PSA shall not be diverted from performing services under that agreement without the prior written approval of the Procuring Entity.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Entity.

C. Qualifications**.** For all personnel, the Procuring Entity reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Entity approval. The Procuring Entity, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Entity reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Entity, meeting the Procuring Entity's expectations.

D. Non-Competition**.** Unless otherwise specified in a PSA, Contractor's employment agreement or contract with a person or subcontractor who performs services for a Procuring Entity under a PSA may not include a covenant not to compete or other term that would prevent, penalize

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or impede such person from pursuing or obtaining employment with, or directly contracting to provide services for, Procuring Entity, any other New Mexico public employer, or any other contractor of Procuring Entity. Contractor shall not enforce any such provision of a pre-existing employment agreement or contract. Procuring Entity shall not offer to directly employ any Personnel who have been identified in a PSA in effect fewer than six (6) months.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents are independent contractors performing professional Services for the Procuring Entity and are not employees of the State of New Mexico. The Contractor and its agents shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement or a PSA. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement or a PSA; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement or a PSA, the Contractor shall immediately disclose such fact to the Procuring Entity.

ARTICLE 14 – CHANGE MANAGEMENT

A. Changes. No provision of a PSA, including the Scope of Work, shall be changed without written approval of the Executive Level Representative. A change that affects any of the following shall only be made through an Amendment:

1. Deliverable requirements;
2. Any Deliverable that extends the termination date specified in a PSA;
3. Compensation of any Deliverable that exceeds the maximum amount specified for that Deliverable;
4. Maximum compensation;
5. Mutually agreed termination; or
6. Addition or deletion of Professional Service categories or levels.

Any other change may be made, at the discretion of the Executive Level Representative, through a written change order.

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B. Change Request Process. In the event Contractor requests a change, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
   a. the name of the person requesting the change;
   b. a summary of the requested change;
   c. the start date for any change;
   d. the reason and necessity for the change;
   e. the elements to be altered; and
   f. the impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. The Executive Level Representative shall prepare and process an amendment for any change subject to Paragraph A(1)-(6) of this Article. All decisions made by the Executive Level Representative are final. A change, or amendment, as applicable, becomes a part of the PSA and is binding.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If IV&V Professional Services are used or required to be used for the Project associated with a PSA, the Contractor shall cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings;
3. Supplying the IV&V vendor with any other material as directed by the Project Manager; and
4. Any other cooperation specified in a PSA or reasonably necessary to facilitate IV&V oversight objectives.

ARTICLE 16 – CONTRACT DEFAULT/BREACH/REMEDIES

In case of Default and/or Breach by the Contractor, the Procuring Entity and the State of New Mexico may procure Deliverables owed, but not provided, by Contractor from another source and hold the Contractor responsible for any resulting excess costs. Contractor shall also be liable for other direct damages.

Contractor shall not be liable for indirect, consequential or special damages resulting from a default or breach unless (1) the Procuring Entity's right to recover, and the nature of, any such damages are expressly identified in a PSA, or (2) Contractor is entitled to be indemnified against a claim for any such damages under an insurance agreement.

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ARTICLE 17 – INSURANCE REQUIREMENTS

A. Commercial Liability Insurance. Contractor and its subcontractors shall maintain occurrence-based general liability coverage with minimum limits of $1 million per occurrence and $2 million aggregate per year. If a PSA requires Contractor to deliver, deploy or design Intellectual Property, Contractor's general liability insurance shall include personal and advertising injury coverage applicable to the associated risks. Procuring Entity and the State of New Mexico shall be identified as additional named insureds under all coverage obtained to comply with this Paragraph 17(A).

B. Professional Liability Insurance. Contractor and its subcontractors shall maintain professional liability (errors & omissions) coverage applicable to the Professional Services provided under a PSA. This coverage shall have minimum limits of $2,000,000 per claim/aggregate. If this insurance is written on a "claims made" basis, then the policy shall provide "tail coverage" for claims asserted within three (3) years after termination of the PSA.

C. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. Certificates showing required coverages shall be delivered to the Procuring Entity prior to beginning any activity provided for under a PSA. All certificates of insurance shall require the insurer, its broker or agent to provide DoIT with thirty (30) days advance notice of any termination or non-renewal of coverage identified in a certificate. DoIT and the SPD may request complete copies of Contractor's insurance agreements, including endorsements, at any time.

ARTICLE 18 – EXTRA-CONTRACTUAL (TORT) LIABILITY

Contractor shall be liable for damages resulting from injury to persons and/or property if and to the extent the injury was caused by or due to the breach of any extra-contractual (tort) duty owed by Contractor or any of its agents, and relating in any way to a PSA, or to the Deliverables under any such agreement. Contractor's extra-contractual liability extends to Procuring Entity, third parties and/or employees of the Procuring Entity and to the State of New Mexico, and encompasses any remedy that may exist under law or equity.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or of a PSA, including a claim for money due or to become due, without the prior written approval of this approval authorities for the relevant agreement.

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ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of this Agreement's approval authorities, and shall not subcontract any portion of a PSA without the written approval of the Procuring Entity.

Subcontracting shall not relieve the Contractor from any of its obligations and liabilities under this Agreement, or under any PSA. Nor shall any subcontracting obligate Procuring Entity to make any payment to a subcontractor.

B. Responsibility for Confidentiality. The Contractor must not disclose Confidential Information to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement or a PSA.

C. Documentation**.** Upon the request of a Procuring Entity, Contractor shall provide copies of all approved subcontracts. Contractor shall also provide Procuring Entity with any document or information requested to evaluate a proposed subcontract or the performance of any subcontractor.

D. Performance**.** This Agreement may be terminated at the discretion of DoIT or SPD if Contractor engages in excessive subcontracting, experiences defaults relating to subcontracted work, or engages in other abusive subcontracting practices under a PSA.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement or a PSA releases the Procuring Entity, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under a PSA.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Entity or, developed by the Contractor based on information provided by the Procuring Entity in the performance of a PSA shall be kept confidential and shall not be made available to any individual or organization outside the Contractor by the Contractor without the prior written approval of the Procuring Entity. Contractor shall protect Confidential Information as required by law or as specified in a PSA. In no event shall a Contractor protect Procuring Entity Confidential Information with less rigor than Contractor protects its own confidential data. Contractor shall not make available or provide Confidential Information to any third party absent Procuring Entity’s prior written approval.

Upon termination of a PSA, Contractor will deliver all Confidential Information in its possession to Procuring Entity within thirty (30) Business Days of the termination, Contractor acknowledges

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that Contractor's failure: (a) to deliver such Confidential Information to Procuring Entity, or (b) to protect and keep Confidential Information secret may result in Procuring Entity's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under this Agreement or under a PSA. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 – CLOSEOUT, RECORDS AND AUDIT

A. All records and activities of Contractor shall be subject to financial and performance audits in the discretion of SPD, DoIT, the Procuring Entity, the Department of Finance and Administration (DFA) and the State Auditor's Office as required by applicable oversight rules, authorities or a PSA. Contractor shall fully cooperate with all lawful audit requests and processes, and shall produce any records, including Contractor's internal records, as required to facilitate auditing. Confidentiality shall not be a basis for withholding any record, but Contractor may request confidential treatment of its internal records as authorized by law.

B. Contractor shall maintain its internal records relating to this Agreement, or to a PSA, for three years after the relevant agreement terminates.

C. Contractor shall cooperate with the Procuring Entity in providing public records held by Contractor that are responsive to a lawful public records request.

D. Within ninety (90) days of termination of this Agreement, or a PSA, as applicable, Contractor shall transfer to the State contracting party, all data and records received from or created for that party by Contractor, and shall confirm that Contractor has destroyed, pursuant to mutually agreed criteria specified in a PSA or applicable law, any duplicate copies of all such data and records under Contractor's control. These requirements do not supersede any more specific requirements established by law, this Agreement or of a PSA.

E. Contractor shall comply with any additional project closeout requirements specified by DoIT or a Procuring Entity and incorporated into a PSA.

ARTICLE 25 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected

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to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement or any PSA, Contractor agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 26 – IT PROFESSIONAL SERVICES CATEGORIES

2. IT Project Management, Planning, and Analysis Services

The purpose of this service is to provide the support and management professional services needed to execute, using best practices, IT projects from inception to closeout.

Brief Description of Services: Project management services should be provided in accordance with IT industry best practices such as described in the Project Management Institute's *A Guide to the Project Management Body of Knowledge (PMBOK Guide)*, and in standards and requirements as provided by the State of New Mexico's Chief Information Officer (CIO).

Project management, planning and analysis includes developing and maintaining project charters, project plans, schedules, risk and issue logs, mitigation strategies, communication plans, resource/capability plan, and executive briefings, evaluation and design, planning for or directing large-scale integration efforts, and implementing IT standards and guidelines, managing scope, requirements, schedule and budget, training plans, and transition to operations.

It is desired that personnel hired as project managers have Project Management Professional (PMP) certification.

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Expected typical skills in, knowledge about, and experience with may include:

1) Assisting with management and planning of IT initiatives in areas such as: cost benefit analysis, return on investment (ROI), gap analysis, requirements definition, systems analysis, contingency/mitigation/risk planning, disaster recovery/business continuity planning; business process analysis, documentation and process improvements;
2) Analyzing data to determine/recommend solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services;
3) Conducting research and industry surveys, and performing studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems, including emerging technologies and trends, standards, and products as required;
4) Designing / development of IT specifications, models, architecture and guidelines;
5) Full system development life cycle and various industry software project management approaches;
6) Development and management of standard project artifacts such as project charter, project plan, scope, objectives, schedules, process maps, data flow diagrams, architectural diagrams, implementation strategies, and project management plans;
7) Interfacing directly with varied stakeholders: executive steering committees, project teams, contract teams, technical, business, and management teams;
8) Follow all specifications and guidelines including, but not limited to, Project Certification Committee (PCC), Technical Architectural Review (TARC) processes and documentation where applicable;
9) Business process analysis/modeling and organizational change management as applicable to project planning;
10) Developing, enhancing, and maintaining user documentation for multiple applications including documentation required for the operations provider; or
11) Composition of use case and scenario designs.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associate Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology or Project Management; and
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	

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Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management.
Professional Certifications, any one	Project Management Professional (PMP) certification, Project Management Institute Agile Certified Professional (PMI-ACP), or Certified Scaled Agile Framework® (SAFe) enterprise.

5. End User Support Services

Brief Description of Services: Services may include, but not be limited to, support, problem solving, training users in how to use their computer hardware and software, ; conducting evaluations of service/help desk effectiveness as a whole, conducting evaluations of individual service/help desk performance; and documentation of service/help desk procedures in both electronic and hard copy media. the installation of commercial off-the-shelf (COTS) desktop and other end point products, optimizing system performance, system imaging (i.e., ghosting), desktop problem analysis and resolution, configuration, set-up, and installation of personal computers (PCs), printers, scanners, and other PC peripherals. PCs widely used by the State of New Mexico include common operating systems/platforms in business use, typically Windows variants, Linux variants, and Apple variants. Support of tablets and cell phones and other mobile devices is desirable. Support of leading-edge through end-of-life or near end-of-life operating systems is optimal.

Expected typical skills in, knowledge about, and experience with may include:

1) PC and desktop hardware;
2) PC internal components;
3) Hands-on hardware troubleshooting;
4) Equipment support;
5) Current protocols, operating systems, and standards, including the ability to operate tools, components, and peripheral accessories, technical manuals, procedural documentation, and OEM guides;
6) Ability to conduct research into PC issues and products as required;
7) Issue/ticket tracking systems; or
8) Demonstrated customer service and strong communication skills.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	

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Degree Level	Bachelor's or other Degree in Computer Science or computer related field such as Computer Engineering, Information Systems.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, MCSA: Windows 10, MCSE: Desktop Infrastructure**.**

6. Systems Administration Services

Brief Description of Services: Services may include, but not be limited to planning, configuration, and programming services in support of operating systems and utility installations for operating systems, such as Cloud platform, Windows, and Linux open-source variants. Planning and configuration in support of file servers, application servers, database servers, virtual servers, VM support services, remote site integration, Active Directory domain setup/support/administration, user account and password management, support of computer storage devices attached direct/fiber/other and storage area networks (SAN), backup/restore support, performance tuning, and capacity planning.

Expected typical skills in, knowledge about, and experience with may include:

1) Standard system administrator tools and processes;
2) Networking/distributed computing environment concepts;
3) Providing general system administration and maintenance activities including backup;
4) Ability to write scripts in a particular administrative language;
5) Principles of routing client/server programming, design of consistent network-wide file system layouts;
6) Developing plans for disaster recovery, backup, archiving, and retrieval;
7) Understand the business application of technical support and design in an application development environment; or
8) Ability to work with multiple teams to identify the strategic direction of systems management activities.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional	Microsoft Certified Solutions Expert (MCSE), Red Hat: RHCSA and RHCE

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Certifications, any one	Linux Professional Institute (LPI): LPIC System Administrator, CompTIA Server+, VMware Certified Professional – Data Center Virtualization (VCP-DCV), ServiceNow Certified System Administrator

7. Network Services

Brief Description of Services: Services may include, but not be limited to, selection and installation of network systems, technology and connectivity services involving data networks, communications services (e.g., VOIP technologies, wireless), LAN/WAN Integration, LAN/WAN Development and Upgrade, and LAN/WAN Support. Services may also include communications systems, LAN business and technical requirements, VPN support, connectivity and interoperability, feasibility and constraints, security requirements, etc., development of design documents pertinent to the integration of two or more LANs; pertinent to the integration of two or more LANs via a WAN; conceptual and/or detailed design reports, network diagrams, etc. Communications / LAN / WAN Support typically includes cloud IAAS, on-site and off-site operation, technical communication, problem determination, and diagnosis.

Expected typical skills in, knowledge about, and experience with may include:

1) Installing, configuring, and maintaining organization's network;
2) Voice/Data Engineering to include directing and participating in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements including all technology and connectivity involving telecommunications and data networks;
3) Audio/visual, teleconferencing, and voice mail equipment;
4) Design, implementation, and overall performance, security, and availability of the entire LAN/WAN/MAN for enterprises, designing network topology between sites such as data centers, field offices, and DR sites;
5) Build, maintain, and administer external and internal networks;
6) Reviewing, planning, and evaluating network systems;
7) Monitoring network infrastructure devices for availability and uptime;
8) Network security controls;
9) Developing enterprise networks and security design architecture in a multiple site environment;
10) Provide consultation to business area management and staff at the highest technical level for all aspects of LAN/WAN design and configuration in multi-server environment;
11) Design, build, implement, monitor systems, networks, and applications, Microsoft networking concepts, back office products;
12) Performing system backups on its internal and external web network servers;
13) Troubleshoot network systems and recommend improvements to network; or
14) Providing tactical and strategic input on overall network planning and related projects.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications
Junior-Level Minimum Mandatory Qualifications

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Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, Cisco CCNA Certification, Cisco CCNP Certification, Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert (MCSE)**.**

8. IT Security Services

The purpose of this category is to provide the state with both tactical and strategic cyber-security support services for the purposes of securing critical state IT resources, systems, and data.

Brief Description of Services: Services may include: advisory services relating to the secure design and deployment of computer systems, LAN/WAN, Firewalls, Virtual Private Networks (VPN), wireless networks and access, access/identity management, Intrusion Detection Systems (IDS), Intrusion Prevention Systems (IPS), logging/monitoring, Security Operation Center (SOC)/Network Operation Center (NOC) deployment, Application/Software Security, Cloud Computing, Online Payment Systems, Mobile/Web Platforms, and all related policy and procedure development. Advise, comply, and provide audit services relating to and including technical control assessment, policy assessment, regulatory compliance assessment, baseline assessment, and fit-gap and security roadmap development. Technical evaluation of deployed systems via penetration testing, scanning, or other means to include routers, switches, mainframe infrastructure, physical servers, virtual servers, enterprise systems, firewalls, identity management solutions, online payment systems, VPN, IDS, IPS, applications, mobile deployments, and any/all associated network appliances. Forensic and emergency incident response capabilities include triage, remediation, response, after-action, and mitigation services relating to cyber-security incidents. Training, education, and other awareness services at all levels of technical competency.

Expected typical skills in, knowledge about, and experience with may include:

1) Information technology security including standards implementation from NIST, inclusive of SSA and IRS control frameworks and testing;

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2) Planning, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information;
3) Performing security audits on hardware and software;
4) Appling basic understanding of networking/distributed computing environment concepts;
5) Encrypting data transmissions and erect firewalls to conceal confidential information;
6) Document computer security and emergency measures, policies, and procedures;
7) Reviewing violations of computer security procedures and communicating findings with management;
8) Applying security principles, techniques, and procedures to planned network designs;
9) Laws, legal codes, government regulations, executive orders, and agency rules related to security;
10) Developing and implementing an ongoing risk assessment program targeting information security and privacy matters;
11) Penetration testing and security audits of systems;
12) Forensic and emergency incident response capabilities, to include tools, techniques, and procedures;
13) Networking/distributed computing environment concepts;
14) Secure wireless routing;
15) Complex problem resolution, and root cause analysis at every level;
16) Managing all aspects of access to specified systems to include customer needs resolution;
17) Business application of security support and design in an application development environment;
18) Coordinating on all jobs with infrastructure and operations teams to identify the security perspective in strategic systems management planning;
19) Working with and organizing key IT and business offices and governance groups to develop security policies, standards and guidelines;
20) Planning and implementing network security audits and audits; develop and implement corrective measures; or
21) Developing plans for disaster recovery/ backup and archiving.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	

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Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CEH – Certified Ethical Hacker CISM - Certified Information Security Manager CompTIA Security+ CISSP: Certified Information Systems Security Professional GSEC: GIAC Security Essentials ECSA: EC-Council Certified Security Analyst GPEN: GIAC Penetration Tester**.**

13. IT Business and Process Consulting Services

Brief Description of Services: Services include providing business consulting in the areas of business development, business process management, change management, leadership, customer relationship, organizational design, development, and efficiency consulting for the public/government. Provision of these services may include a wide variety of specializations such as computer science, information systems/technology, and human resource business and process consulting.

Services may include helping state government improve performance, primarily through the thorough analysis of existing business problems and development of plans for improvement. Services may include management consultants to gain external, and more objective advice and recommendations, to gain access to the consultants' specialized expertise.

Consultancies may also provide organizational change management assistance, development of coaching skills, technology implementation, strategy development, or operational improvement services. Business consultants may propose for customer approval their own methodologies or frameworks to guide the identification of problems, and to serve as the basis for recommendations for more effective or efficient ways of performing business tasks.

Expected typical skills may include:

1) Excellent written and oral communication skills;
2) The ability to leverage knowledge of theory, principle, practices or technology in the relevant discipline(s) or field of specialization;
3) The ability to present ideas across multiple audiences and environments using business-friendly and user-friendly language;
4) Be highly self-motivated and directed, with keen attention to detail;
5) The ability to effectively prioritize and execute tasks in a high-pressure environment;
6) The ability to work well with teams and communicate with variety of stakeholders;
7) Exemplary ability to perform problem analysis, problem solving, and communicate potential solutions to customer's unique problems; and
8) Collaborate with the customer to keep them informed of progress and make relevant decisions.

Table 1:

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Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Junior-level	(Between) 1 – 4 years of experience as described above: **or**
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Mid-level	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements (Does NOT replace the Mandatory Qualifications above)	
Degree Level	Any other Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area
Professional Certifications, any one	Six Sigma, Lean Six Sigma, or any related IT related certifications, if any.

ARTICLE 27 – MERGER, SCOPE AND ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement supersede any conflicting term or condition in a PSA. The terms of a Purchase Order supersede any conflicting term or condition in a PSA. Neither Contractor nor a Procuring Entity shall purport to delete or modify any term of this Agreement in the terms and conditions of a PSA or Purchase Order. An invalid provision in this Agreement or a PSA is severable. If a clause, sentence, or paragraph of this Agreement or a PSA is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement or a PSA, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants, and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, 4, requests, demands, or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or ce1tified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

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For State Purchasing Agent

State Purchasing Agent P.O. Drawer 6850
Santa Fe, NM 87502-0110

For DoIT

Eve Banner, Acting ASD Director and CFO
Department of Information Technology
Phone: 505-827-0023
Email: eve.banner@doit.nm.gov
P.O. Box 22550
Santa Fe, NM 87502-2550

For CONTRACTOR
Kareem Edwards, President
ITConnect, Inc.
7505 Mallard Way Suite F
Santa Fe, NM 87507
(505) 501-0186
Sent via e-mail Kareem@itconnectinc.com

Any change to the Notice individual or the address shall be effective only in writing.

ARTICLE 29 – GENERAL PROVISIONS

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be othe1wise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply,

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as applicable, with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee or employer shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public or by a private employer.

4. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Entity.

5. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. Contractor agrees to submit to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. These provisions do not preclude the parties to a PSA from mutually agreeing, at the time a dispute arises, to resolve the particular dispute through mediation or binding arbitration. Any agreement to submit a prospective dispute to binding arbitration is null and void.

6. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

7. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

8. Background Check. Contractor shall comply with any background check requirements and processes required by law or specified by a Procuring Entity upon inception of a Professional Services Agreement and before performing any Services for the Procuring Entity.

9. Work Location. Except as expressly authorized by a Procuring Entity and the State of New Mexico Office of Cybersecurity in an approved, written exception request, Contractor, its subcontractors and any of their personnel must physically perform any services contracted by the State of New Mexico in the United States. This includes any work that is performed offsite or remote. A PSA may specify more restrictive work location requirements.

ARTICLE 30 – SURVIVAL

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Provisions of this Agreement, and of any PSA, that by their intent, nature or effect are enforceable post-termination, shall survive the termination notwithstanding the cause of termination of this agreement. This includes, but is not limited to, the terms of the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and the terms of all warranties, licenses, and escrow agreements.

ARTICLE 31 – CALCULATION OF TIME

Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 33 – ADDITIONAL PROVISIONS

1. Administrative Reporting.

The Contractor agrees to provide a Utilization Report to SPD in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by Procuring Entity name. The report shall be accompanied by a check payable to the SPD for an amount equal to three-quarters of one percent (1.00%) of the total sales for the period. The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31

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March 31	April 30
June 30	July 31

http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories below may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Kareem Edwards Date: 1/23/2024
Kareem Edwards, President
ITConnect, Inc.

Approved for legal sufficiency:

By: Kyle Duffy Date: 1/24/2024
Kyle Duffy, Deputy General Counsel
Office of Governor Michelle Lujan Grisham

Approved for financial sufficiency:

By: Eve Banner Date: 1/24/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN ID Number: 03-0365930-07

By: Ann Marie Lucero Date: 1/24/2024
Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

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Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: 1/24/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date: 1/25/2024

State Purchasing Agent
State Purchasing Division
Effective 2/9/24
This Contract was signed on behalf of the State Purchasing Agent

MS

EXHIBIT A – UNIT RATE PRICE SHEET

IT Professional Service Category No.	IT Professional Service Category	Unit Rate Type (e.g. $ per-hour, $ per-device, $ per-user, $ per-license, $ per-event)*	Maximum Unit Rate ($) for the IT Professional Service Category Experience Level					
			ONSITE			OFFSITE		
			A. Junior Level	B. Middle Level	C. Senior Level	D. Junior Level	E. Middle Level	F. Senior Level
1	Application Support and Development Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	IT Project Management, Planning, & Analysis Services	Per-Hour	$ 95.00	$ 175.00	$ 225.00	$ 95.00	$ 175.00	$ 225.00
3	Database Management Services and Business Intelligence	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Geospatial Technological Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	End User Support Services	Per-Hour	$ 75.00	$ 95.00	$ 145.00	$ 60.00	$ 80.00	$ 130.00
6	Systems Administration Services	Per-Hour	$ 110.00	$ 175.00	$ 225.00	$ 95.00	$ 150.00	$ 190.00
7	Network Services	Per-Hour	$ 110.00	$ 175.00	$ 225.00	$ 95.00	$ 150.00	$ 190.00
8	IT Security Services	Per-Hour	$ 110.00	$ 175.00	$ 225.00	$ 95.00	$ 150.00	$ 190.00
9	Independent Verification and Validation Service	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	Computer Aided Design	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	IT Research and Advisory Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	IT Research and Advisory Services as a Subscription Service	Complete APPENDIX E-1						
12	**IT Training Services	Complete APPENDIX E-2						
13	IT Business and Process Consulting Services	Per-Hour	$ 110.00	$ 165.00	$ 225.00	$ 110.00	$ 165.00	$ 225.00
14	Marketing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	E-Rate Consulting Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	IT Professional Proposal and/or Grant Writing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	Electronic Content Management (ECM) Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Data Conversion Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*** Refer to definition of "Unit Rate" for other permissible unit rate types.**
****Maximum Cost per-student, per-class, must be provided in lieu of unit rate**

DocuSign

Certificate Of Completion

Envelope Id: CEA8754258344D1F84CB223AF83EE57E
Status: Completed
Subject: BP 30-00000-23-00080 ITConnect Inc.
Source Envelope:
Document Pages: 35
Signatures: 6
Certificate Pages: 6
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
1100 S Saint Francis Dr
Santa Fe, NM 87502
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
1/23/2024 10:58:22 AM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/23/2024 11:03:22 AM Viewed: 1/23/2024 11:11:57 AM Signed: 1/23/2024 11:12:12 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Kareem Edwards kareem@itconnectinc.com President ITConnect, INC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 76.113.49.214	Sent: 1/23/2024 11:12:15 AM Viewed: 1/23/2024 11:13:13 AM Signed: 1/23/2024 11:13:27 AM
Electronic Record and Signature Disclosure: Accepted: 1/23/2024 11:13:13 AM ID: 935316f4-bd7e-4912-ac67-94b722d0be82		
Ann Marie Lucero AnnMarie.Lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 1/23/2024 11:13:30 AM Viewed: 1/23/2024 3:53:15 PM Signed: 1/24/2024 8:58:54 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910		
Kyle Duffy Kyle.Duffy@exec.nm.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.112.246	Sent: 1/24/2024 8:58:58 AM Viewed: 1/24/2024 9:02:06 AM Signed: 1/24/2024 9:02:11 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/26/2023 11:10:43 AM ID: 89fad968-5a4e-498e-bc91-4e3924a7ad14		
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.177	Sent: 1/24/2024 9:02:14 AM Viewed: 1/24/2024 9:02:56 AM Signed: 1/24/2024 9:03:57 AM
Electronic Record and Signature Disclosure: Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 73.127.205.92 Signed using mobile	Sent: 1/24/2024 9:04:01 AM Viewed: 1/24/2024 8:38:31 PM Signed: 1/24/2024 8:38:55 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 164.64.62.10	Sent: 1/24/2024 8:38:57 PM Viewed: 1/25/2024 6:50:34 AM Signed: 1/25/2024 6:50:40 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/25/2024 6:50:44 AM Viewed: 2/9/2024 9:13:54 AM Signed: 2/9/2024 9:14:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2024 11:03:22 AM
Envelope Updated	Security Checked	2/6/2024 3:10:35 PM
Certified Delivered	Security Checked	2/9/2024 9:13:54 AM
Signing Complete	Security Checked	2/9/2024 9:14:15 AM
Completed	Security Checked	2/9/2024 9:14:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

ITConnect, Inc.
7505 Mallard Way
Suite F
Santa Fe, NM 87507
505-428-2828

Estimate

Date	Estimate #
4/9/2025	11129

Name / Address
City of Santa Fe Purchasing Office Attn: Accounts Payable P.O. Box 909 Santa Fe, NM 87504-0909

Rep	Contract Number	P.O. No.	Project
KHE			8132 - Senior Busines...

Description	Qty	Cost	Total
Senior Business Analyst/ Project Coordinator			
Senior Business Analyst/ Project Coordinator - See Attached SOW	2,080	100.00	208,000.00T

Estimate is valid for 30 days.

Gross Receipts Tax (8.1875%)	$17,030.00
Total	$225,030.00

1. Scope of Work.

A. Senior Business Analyst / Project Coordinator

- Apply critical thinking to gathered requirements.
- Clarify questions from the technology team to align software solutions to business needs and business requirements.
- Translate technical requirements into layman's terms to validate solutions meet intended use.
- Create documentation, such as requirements for specifications and update as needed
- Analyzing and resolving complex business issues.
- Assist the project manager with project planning
- Assist project manager with scheduling and planning
- Facilitates information gathering sessions
- Assist in the in the tracking and management of open issues and assists in planning for resolution.
- Supports establishment of test plans, test cases and executes testing.
- Support with end user training.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Stakeholder Satisfaction-Document all requirements and the business solution such that all stakeholders understand them clearly to go about their tasks. This would include feedback from stakeholders on the Senior Business Analyst quality leadership, documentation and requirements and any analysis documentation or reports.

2) Quality of Project documentation or reports- Project documentation should be clear and concise. The documentation or reports should be produced with the mindset of immediate utilization.

3) Time-How much time did the Senior Business Analyst take to identify and understand the client's key problems and design a solution and send for approval. How much time was spent on rework on the same item or task? If approval is delayed on the client's side this does not negatively affect the Senior Business Analyst's performance.

4) Implementation of Recommendation-In order to show improvement in the productivity the recommendations made by the Senior Business Analyst and project team to the stakeholders should increase in productivity and efficiency in daily production. Assess the impact of the solution on various stakeholders and be able to display the effectiveness of the Senior Business Analyst.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Strategic Plan on Attachment 1 Deliverable Table.

DocuSign Envelope ID: CEA87542-5834-4D1F-84CB-223AF83EE57E

State of New Mexico
General Services Department

Statewide Contract Cover Page

Awarded Vendor:
0000042580
ITConnect Inc.
7505 Mallard Way Suite F
Santa FE, NM 87507

Contact: Kareem Edwards
Email: kareem@itconnectinc.com
Telephone No.: (505) 428-2828, 505-501-0186

Contract Number**:** **30-00000-23-00080BP**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Shawn Elkins- (505) 629-2297

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No**.:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title**:** **Information Technology Professional Services**

Term**:** February 9, 2024 thru February 8, 2028

Awarded Categories:
ITConnect Inc.
2 IT Project Management, Planning, & Analysis Services
5 End User Support Services
6 Systems Administration Services
7 Network Services
8 IT Security Services
13 IT Business and Process Consulting Services

This attached Contract is made subject to the "terms and conditions" as indicated.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carolyn Nasi	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: cnasi@downeyandco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ITConnect, Inc.
7505 Mallard Way
Unit F
Santa Fe NM 87507

COVERAGES **CERTIFICATE NUMBER:** 25/26 Multi **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		34UUNAW5PMS	04/08/2025	04/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		34UENBK8EP7	04/08/2025	04/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			34XHUAW5SZ0	04/08/2025	04/08/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34WEAW5PM3	04/08/2025	04/08/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

30-DAYS NOITCE OF CANELLATON EXCEPT FOR NON-PAYMENT OF PREMIUM

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

Christian B Downey

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ITConnect, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7505 Mallard Way, Unit F

6 City, state, and ZIP code

Santa Fe, NM 87507

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

6	5	–	1	2	4	2	6	1	7

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** Cindy Vigil **Date** 3-19-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

IT Connect Amendment No. 2 Packet

Interim Agreement Report 2025-06-18

Created:	2025-06-18
By:	JOSHUA CHANDLER (jlchandler@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAP5ku0v0Y2a6gmS5mVjKzANriZC10c6pR

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"IT Connect Amendment No. 2 Packet" History

Document created by JOSHUA CHANDLER (jlchandler@santafenm.gov)
2025-06-18 - 0:13:44 AM GMT- IP address: 63.232.20.2

Document emailed to edcandaleria@santafenm.gov for signature
2025-06-18 - 0:18:29 AM GMT

Email viewed by edcandaleria@santafenm.gov
2025-06-18 - 1:53:10 AM GMT- IP address: 73.127.138.169

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: June 30th, 2025

TO: Mark Scott, City Manager MS

VIA: Eric Candelaria, ITT Department Director EC

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active approval for IT Connect Amendment #2

ITEM & ISSUE:

Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for IT Connect Amendment #2 to Professional Services Agreement Item #23-0169 which expired on June 14th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.

Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

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A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;

B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;

C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;

D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Jul 1, 2025 13:39 MDT)

Mark Scott, City Manager

Eric Candelaria (Jun 30, 2025 15:35 MDT)

Eric Candelaria, ITT Director

CHANDLER, JOSHUA L. (Contractor)

From: SCOTT, MARK A.
Sent: Wednesday, July 2, 2025 9:40 AM
To: CHANDLER, JOSHUA L. (Contractor)
Cc: CANDELARIA, ERIC D.; CONNER, KAYLA M.; GOMEZ, ERIN A.; EDWARDS, JAMES W.; VIGIL, XAVIER I.; TAPIA, ERMINIA M.
Subject: Re: Emergency Approval Request - IT Connect, Inc Amendment #2

OK with me.

Mark Scott
City Manager
mscott@santafenm.gov
(505) 946-7915

From: CHANDLER, JOSHUA L. (Contractor) <jlchandler@santafenm.gov>
Sent: Wednesday, July 2, 2025 9:02 AM
To: SCOTT, MARK A. <mscott@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; GOMEZ, ERIN A. <eagomez@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>; TAPIA, ERMINIA M. <emtapia@santafenm.gov>
Subject: Emergency Approval Request - IT Connect, Inc Amendment #2

The ITT Department respectfully requests your approval to expedite IT Connect, Inc Amendment #2 to Professional Services Agreement Item #23-0169 through an abbreviated committee review process.

REQUEST: We are seeking approval to present Amendment #2 to only two committees next week:

- Finance Committee (July 7th, 2025)
- Governing Body (July 9th, 2025)

JUSTIFICATION: This request is being made on an emergency basis due to the expiration of Amendment #1 on June 30th, 2025. To ensure continuity of services and avoid any disruption to critical systems, immediate action is required.

NEXT STEPS: Upon your approval, the City Clerk's office will assist with posting the necessary meeting captions and documentation to facilitate the expedited review process.
We appreciate your consideration of this time-sensitive matter and are available to provide any additional information you may require.

Requested Action: Please approve the abbreviated committee review process for Amendment #2 to prevent service interruption.

Emergency Approval Request - IT Connect, Inc Amendment #2

Thank you,

Joshua Love Chandler
Contract Administrator
ITT Department/Mouton Hall
OFFICE: 505-955-5519
WORK CELL: 505-629-7314
Email: jlchandler@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited

CITY OF SANTA FE

Memorandum

Date: June 18, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Alcohol Approval for Wine and Chile Fiesta's Grand Tasting

---

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the Wine and Chile Fiesta to serve wine at the Santa Fe Wine and Chile Fiesta Grand Tasting on City of Santa Fe ("City") property at Fort Marcy Park/ Mager's Field on the last Saturday of September for the years 2025 through 2029.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Santa Fe Wine and Chile Fiesta's Grand Tasting;
- the location is Fort Marcy Park/ Mager's Field;
- the dates are September 27, 2025; September 26, 2026; September 25, 2027; September 30, 2028; September 29, 2029;
- the hours are 11:00 a.m. – 3:00 p.m.;
- the alcohol served will be wine;
- 3,600 attendees are expected;
- a Public Celebration Permit is required, a Special Dispenser Permit, and an Interstate Wine Tasting/Competition Permit; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than $2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Fiscal Impact Report
Resolution

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

A RESOLUTION

AUTHORIZING THE CONSUMPTION OF WINE DURING THE SANTA FE WINE AND CHILE FIESTA'S GRAND TASTING ON THE LAST SATURDAY OF SEPTEMBER, FOR THE YEARS 2025-2029, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City of Santa Fe ("City") property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Santa Fe Wine and Chile Fiesta is celebrating its 35th anniversary in 2025, an event which has become nationally recognized as a premier wine tasting event; and

WHEREAS, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic generator for Santa Fe with an overall annual impact to Santa Fe in excess of $7.7 million according to a 2024 Southwest Planning and Marketing economic impact analysis; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors desires to hold its

annual Grand Tasting on City property not mentioned in Section 23-6.2(A), in particular Fort Marcy/Mager's Field; and

WHEREAS, Santa Fe Wine and Chile Fiesta plans to offer complimentary transportation for attendees to and from the grand tasting; and

WHEREAS, the Santa Fe Wine and Chile Fiesta Board of Directors wishes to host the event on the same City property for the next five years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Santa Fe Wine and Chile Fiesta Grand Tasting, is hereby approved according to the following parameters:

Event:	Santa Fe Wine and Chile Fiesta Grand Tasting
Dates:	September 27, 2025; September 26, 2026; September 25, 2027; September 30, 2028; September 29, 2029
Hours:	11:00 a.m.- 3:00 p.m.
Location:	Fort Marcy Park/ Mager's Field
Number of Expected Attendees:	3,600 (Includes 600 Staff, Participating Restaurants, Wineries and Vendors)
Type of Alcohol to be served:	Wine
Required Permits:	Public Celebration Permit, Special Dispenser Permit, and Interstate Wine Tasting/Competition Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000 per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and

agents as additional insureds on a primary and noncontributory basis. Wine and Chile shall provide the City with Certificates of Insurance and applicable endorsements.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 26, 2025 16:38 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Alcohol Approval for Wine and Chile Grand Tasting

FIR No. 10694.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Alcohol Approval for Wine and Chile Grand Tasting

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 6/26/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry **Date:** 06/26/2025
Erin McSherry (Jun 26, 2025 16:38 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/26/2025

Summary:
The proposed Resolution would authorize the consumption of wine at Santa Fe Wine and Chile Fiesta's Grand Tasting. The Santa Fe Wine and Chile Grand Tasting will be held at Fort Marcy Park/ Mager's Field on the last Saturday of September for the years 2025-2029, from 11:00 a.m. to 3:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Santa Fe Wine and Chile Fiesta's Grand Tasting on the last Saturday of September, through the years 2025-2029, will not have permission to serve wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Jun 10, 2025 17:47 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 18, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Alcohol Approval for Wine and Chile Fiesta's Chile Friday

---

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the Santa Fe Wine and Chile Fiesta to serve beer, wine, cider, and mixed drinks that include liquor at the Santa Fe Wine and Chile Fiesta's Chile Friday tasting event on City of Santa Fe ("City") property, specifically Fort Marcy Park/ Mager's Field, on the last Friday of September from the years 2025 -2029.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution to allow consumption of alcohol on City property at locations that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Santa Fe Wine and Chile Fiesta's Chile Friday tasting event;
- the location is Fort Marcy Park/Mager's Field;
- the dates are September 26, 2025, September 25, 2026, September 24, 2027, September 29, 2028, and September 28, 2029;
- the time is from 12:00 p.m. through 3:00 p.m;
- the alcohol served will be beer, wine, cider and mixed drinks that include liquor;
- 1,850 attendees are expected;
- a Public Celebration Permit, a Special Dispenser Permit, and an Interstate Wine Tasting/Competition Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than $2,000,000, per occurrence and in the aggregate.

Chile Friday is a tasting event serving mixed beverages with liquor. Tasting events are authorized pursuant to SFCC 1987, Section 23-6.3(B)(7).

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

A RESOLUTION

AUTHORIZING A TASTING EVENT AND THE CONSUMPTION OF BEER, WINE, CIDER, AND MIXED BEVERAGES THAT INCLUDE LIQUOR DURING THE SANTA FE WINE AND CHILE FIESTA'S CHILE FRIDAY EVENT ON THE LAST FRIDAY OF SEPTEMBER, FOR THE YEARS 2025-2029, PURSUANT TO SUBSECTIONS 23-6.3 (B)(7) AND 23-6.2 (C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City of Santa Fe ("City") property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, SFCC 1987, Section 23-6.3(B)(7), authorizes tasting events on City property, pursuant to the requirements of Section 23-6.2(C); and

WHEREAS, tasting events authorize the offering of mixed drinks with an ABV under ten

per cent (10%); and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Chile Friday ("Chile Friday"), a tasting event for beer, wine, cider, and mixed beverages that include liquor, has taken place annually for three (3) years; and

WHEREAS, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic generator for the City with an overall annual impact to Santa Fe in excess of $7.7 million according to a 2024 Southwest Planning and Marketing impact analysis; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors desires to hold its annual Chile Friday on City property; and

WHEREAS, alcohol service for this tasting event will be limited to beer, wine, cider, and mixed drinks that include liquor and are required to adhere to all regulations required in Section 23-6.3 SFCC 1987; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors wishes to host the Chile Friday event on City property for the next five years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during Chile Friday shall adhere to all regulations required in Section 23-6.3 SFCC 1987.

BE IT FURTHER RESOLVED THAT the event is hereby approved according to the following parameters:

Event:	Santa Fe Wine and Chile Fiesta's Chile Friday
Dates:	September 26, 2025; September 25, 2026; September 24, 2027; September 29, 2028; September 28, 2029
Hours:	12:00 p.m.- 3:00 p.m.
Location:	Fort Marcy Park/ Mager's Field
	Number of expected attendees: 1,850 (Includes 350 staff,

	participating restaurants, wineries and vendors)
Type of alcohol to be served:	Beer, wine, cider, mixed beverages that include liquor
Required Permits:	Public Celebration Permit, Special Dispenser Permit, and Interstate Wine Tasting/Competition Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 2, 2025 09:48 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Alcohol Approval Wine and Chile Fiesta Chile Friday

FIR No. 10693.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Alcohol Approval for Wine and Chile Fiesta's Chile Friday Tasting Event

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): Governing Body and Quality of Life Committee

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 6/26/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry **Date:** 07/02/2025
Erin McSherry (Jul 2, 2025 09:48 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 07/02/2025

Summary:
The proposed resolution would authorize the consumption of beer, wine, cider, and mixed drinks that include liquor at the Santa Fe Wine and Chile Fiesta's Chile Friday tasting event, every last Friday of September from 2025 through 2029. If approved, Chile Friday will be held at Fort Marcy Park/ Mager's Field on September 26, 2025; September 25, 2026; September 24, 2027; September 29, 2025; and September 28, 2029, from 12:00 p.m to 3:00 p.m.. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution to approve events on Santa Fe City property that are not specifically listed in Section 6.2(A) and SFCC 1987, Section 23-6.3(B)(7), which requires the Governing Body to adopt a Resolution to authorize a tasting event for events which offer liquor in mixed drinks.

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Chile Friday tasting event would not be authorized to include service of beer, wine, cider and mixed drinks that include liquor.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Jul [illegible]2025 10:11 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 30, 2025

To: Governing Body, Public Works Committee and Quality of Life Committee

From: Gabrielle Chavez, Transit Director of Administration GC

Via: Regina Wheeler, Public Works Director RW

RE: Santa Fe Trails Updated Requirements for Public Transportation Agency Safety Plan

---

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails Fiscal Year 2025 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA") for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

BACKGROUND:

On July 19, 2018, the Federal Transit Administration ("FTA") published the Public Transportation Agency Safety Plan's ("PTASP") Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants (49 U.S.C. § 5307) to implement Safety Management Systems ("SMS"). The PTASP rule became effective on July 19, 2019. Santa Fe Trails PTASP was approved by the Governing Body on December 9, 2020, and was subsequently submitted to FTA to fulfill this requirement.

The PTASP was updated in January 2023 to include requirements enacted under the Bipartisan Infrastructure Law. As a result, transit agencies that receive federal financial assistance under 49 U.S.C 5307 and serve urbanized areas with populations under 200,000 are required to develop an PTASP in cooperation with frontline employee representatives. On April 9, 2024, the FTA published the first major update to the PTASP's required regulations. These updates are a part of a continuing effort to improve transit safety performance on federally supported transit systems, and PTASP is the first rule finalized by the FTA under the Bipartisan Infrastructure Law's requirements to make transit safer for both transit workers and passengers.

The Santa Fe Trails May 2025 updated PTASP was developed in full cooperation with frontline employee representatives and is intended to ensure compliance with the FTA's new regulatory standards while continuing to prioritize the safety and well-being of transit personnel and riders.

The updated plan also includes new requirements addressing transit worker assault, safety reporting and hazard identification, additional safety performance targets and the consideration of infectious disease data from the CDC or state health authorities.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Lee Garcia

Mayor Alan Webber

A RESOLUTION

APPROVING THE UPDATED SANTA FE TRAILS AGENCY SAFETY PLAN AND DIRECTING ITS SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, pursuant to 49 Code of Federal Regulations (CFR) Part 673, the United States Department of Transportation ("USDOT"), Federal Transit Administration ("FTA") requires operators of public transportation systems who receive federal financial assistance under 49 U.S.C Chapter 5307 through the FTA's Urbanized Area Formula Grant to develop or update a Public Transportation Agency Safety Plan ("PTASP"); and

WHEREAS, under 49 CFR Part 673.21, the PTASP must include processes and procedures for the agency's "Safety Management System", which consists of 1) Safety Management Policy, 2) Safety Risk Management, 3) Safety Assurance, and 4) Safety Promotion; and

WHEREAS, other requirements under 49 CFR Part 673 require the following:

1. Performance targets based on the safety performance criteria pursuant to 49 CFR 673.11(3), and established under the National Public Transportation Safety Program

("NPTSP"); and

2. Adherence to all applicable requirements and standards as set forth in the FTA's PTSP and NPTSP pursuant to 49 CFR 673.11; and

3. Establishing a process and timeline for conducting an annual review and update of the PTASP pursuant to 49 CFR 673.11(5); and

WHEREAS, in particular, grant recipients in communities of two hundred thousand (200,000) or fewer must develop a PTASP "in cooperation with frontline employee representatives"; and

WHEREAS, Santa Fe Trails is the City of Santa Fe's public bus system that provides a city-wide network of public transportation; and

WHEREAS, Santa Fe Trails is a recipient of Urbanized Area Formula Grant funds and therefore is required to submit an updated PTASP; and

WHEREAS, the City adopted its most recent PTASP via Resolution 2023-2; and

WHEREAS, 49 Code of Federal Regulations (CFR) Part 673 was updated in April of 2024, to incorporate the requirements of the PTASP Final Rule which included new requirements addressing transit worker assault, safety reporting and hazard identification, additional safety performance targets, and the consideration of infectious disease data from the Center for Disease Control or state health authorities; and

WHEREAS, the Santa Fe Trails PTASP was updated in May 2025 to incorporate the new requirements; and

WHEREAS, the Public Works Department, Transit Division, prepared the Santa Fe Trails PTASP, attached as Exhibit A, dated on May 2025, in coordination with frontline employee representatives.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE hereby approves the updated Santa Fe Trails PTASP, attached as

Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body authorizes staff to submit its updated Santa Fe Trails PTASP to the FTA and the New Mexico Department of Transportation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 2, 2025 11:47 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Santa Fe Trails Updated Requirements for Agency Safety Plam

Exhibit A

Santa Fe Trails

Agency Safety Plan

May 2025



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1. Transit Agency Information

Transit Agency Name	Santa Fe Trails		
Transit Agency Address	Santa Fe Trails, 2931 Rufina St. Santa Fe NM, 87507		
Name and Title of Accountable Executive	Andrew Baca, Interim Director of Operations and Maintenance The Accountable Executive meets the requirements in 49 CFR § 673.5 and $673.23(d)(1). Please see the Roles and Responsibilities of the Accountable Executive in Section 4-Safety Management Policy.		
Name of SMS Executive/Chief Safety Officer	Gabrielle Chavez, Director of Administration The SMS Executive meets the requirements of § 673.5 and $673.23(d)(2). Please see the Roles and Responsibilities of the SMS Executive in Section 4-Safety Management Policy.		
Mode(s) of Service Covered by This Plan	Fixed-route Bus and Demand Response	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed-route Bus – directly operated Demand Response – directly operated		
Does the agency provide transit services on behalf of another transit agency or entity?	NO	**Description of Arrangement(s)**	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

System Description

History
In 1991, the City of Santa Fe ordinance was passed enabling the formation of Santa Fe Trails. The purpose of this legislation was to:

- provide safe and efficient transit services
- reduce congestion, crashes, and pollution caused by single-occupant vehicles;
- extend the life of the city's roads by reducing traffic;
- provide transportation alternatives to residents, particularly transit-dependent groups such as seniors, youth, low- income, and mobility-impaired residents;
- provide residents with better access to educations and higher-paying jobs, and;
- reduce oil dependence by incorporating the use of alternative fuels; such as CNG.

Governing Body
Santa Fe Trails is governed by the Transit Advisory Board (TAB) along with the Mayor and an eight-member Council that represents the four districts within the City of Santa Fe. The TAB consists of nine representatives who represent Seniors, At-large, ADA, Business, Tourism, Intuitions and Government, and Education.

Description
The Santa Fe Trails fixed route system launched in January of 1993, which is the city of Santa Fe's small urban transit system and provides the greatest level of fixed service to the area. Santa Fe Trails is serviced by a fleet of 32 state-of-the-art buses and hosts ten distinct routes. The Transit Division also operates the Santa Fe Pick-Up, which provides free shuttles around downtown and to Museum Hill, utilizing four cutaway vans. The Transit Division also operates Santa Fe Ride, the Complementary Paratransit Service for ADA and Seniors, using 18 vehicles of varying sizes. Santa Fe Trails was the nation's first transit system to operate its entire fleet with cleaner-burning compressed natural gas (CNG). Its mission is to provide transit service in the City of Santa Fe (and parts of Santa Fe County) to get area residents and visitors where life takes them and boasts an annual ridership close to 1 million.

Santa Fe Trails Executive Leadership
The Interim Director of Operations and Maintenance serves as the Accountable Executive for the City of Santa Fe Transit Division's Agency Safety Plan and Safety Management System and is also responsible for the Transit Asset Management (TAM) Plan. The Director of Operations and Maintenance also presently has safety oversight responsibilities. Santa Fe Trails does not have a safety manager position, therefore the Transit Director of Administration serves as the SMS Executive.

Goals

- provide a level of service that meets, if not exceeds, industry standards;
- identify, eliminate, minimize, and control safety hazards and their associated risks, and;
- comply with the applicable requirements of regulatory agencies.
- Update ASP in cooperation with front line transit worker representatives.

Agency Safety Plan and Safety Management System (SMS)
Santa Fe Trails developed this safety plan to comply with 49 CFR Part 673, the PTASP regulation. This plan also serves as an "SMS user's manual" that guides Santa Fe Trails in the successful implementation and operation of its SMS.

The FTA defines SMS as:

> "The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk."

Furthermore, SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. The SMS is appropriately scaled to size, scope, and complexity of Santa Fe Trails.

Santa Fe Trails' SMS has four distinct components, which are discussed in subsequent sections of this safety plan:

- Safety management policy
- Safety risk management
- Safety assurance
- Safety promotion

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Santa Fe Trails	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
	Interim Director of Operations and Maintenance	06/07/2025
Approval by the Board of Directors or an Equivalent Authority	**Name of Entity that Approved**	**Date of Approval**
	Santa Fe City Council	
	Relevant Documentation (title and location)	
	City Council Minutes link	
Certification by State Department of Transportation	N/A	

Version Number and Updates			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
1		New Document	12/2021
2		Update	12/2022
3		Reviewed – No Update Needed	12/2023
4		Updated	6/2024
5		Updated	5/2025

Annual Review and Update of the Public Transportation Agency Safety Plan

The Accountable Executive and SMS Executive will jointly review and update the Santa Fe Trails Agency Safety Plan, including its safety performance targets, by July 1st of each year. The Santa Fe Trails Agency Safety Plan is developed and updated in coordination with frontline transit worker representatives, as stipulated in the AFSCME bargaining agreement and CFR Part 674. The union will appoint a shop steward to serve as a liaison for frontline transit workers. Santa Fe Trails Agency will invite the shop steward and union leadership to participate in developing and revising the safety plan. This shop steward, along with union leadership, will provide feedback, propose changes, request updates, and initiate agreements on behalf of frontline workers. These proposals, updates, and agreements are then presented as agenda items at the monthly employee meetings. The Accountable Executive will review and approve any changes to the plan, sign the updated version, and submit it to the Santa Fe City Council for final review and approval.

3. Safety Performance Targets

Targets	Fixed Route	Demand Response
Major Events (total)	18	2
Major Events Rate	3	2
Collision Rate	1	0
Pedestrian Collision Rate	1	0
Vehicular Collision Rate	1	0
Fatalities (total)	0	0
Fatality Rate	0	0
Transit Worker Fatality Rate	0	0
Injuries (total)	22	2
Injury Rate	4	2
Transit Worker Injury Rate	2	3
Assaults on Transit Workers (total)	1	0
Rate of Assaults on Transit Workers	1	0
System Reliability	1.75 miles	2.1 miles

Per 100,000 VRM

Safety Performance Target Coordination		
The Santa Fe Trails Accountable Executive shares its safety performance targets with the Santa Fe Metropolitan Planning Organization (MPO) each year after its formal adoption by the Santa Fe City Council. The Accountable Executive also provides a copy of our formally adopted Safety Plan, including safety performance targets, to the New Mexico Department of Transportation (NMDOT). Santa Fe Trails personnel are available to coordinate with NMDOT and the MPO in the selection of NMDOT and MPO safety performance targets upon request.		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	New Mexico Department of Transportation	July 1, 2025
Targets Transmitted to the	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**

Metropolitan Planning Organization(s)	Santa Fe Metropolitan Planning Organization	July 1, 2025

4. Safety Management Policy

Santa Fe Trails Safety Management Policy Statement (SMPS)

To all Santa Fe Trails Staff:

In accordance with the Federal Transit Administration's (FTA) final rule 49 CFR Part 673, Santa Fe Trails has developed a Public Transportation Agency Safety Plan (PTASP) to establish a uniform system of public transit safety management, known as the Safety Management System (SMS). As the Director of Operations and Maintenance, I will serve as the Accountable Executive responsible for ensuring the successful implementation of these new safety standards throughout our organization.

I will support the integration of this Policy Statement to guide us as we adopt and follow the federal safety guidelines.

Safety has always been a core value and business commitment for Santa Fe Trails. The agency is dedicated to developing, implementing, maintaining, and continuously improving its daily practices to ensure the safety of customers, employees, contractors, and the public. To guide the prioritization of safety and integrate it into everyday operations, Santa Fe Trails will utilize safety management processes to allocate necessary resources, such as personnel, funding, and technology.

The goal is to promote a robust safety culture and achieve the highest levels of safety performance set by the FTA. The agency's safety management plan reflects a thoughtful, collaborative approach to working with frontline transit worker representatives. This recognizes the vital role these workers play in operating and maintaining the public transportation systems essential to the communities they serve.

By actively engaging with frontline worker representatives, the agency demonstrates a commitment to open, transparent communication, as well as a willingness to incorporate the insights and concerns of those on the ground. This collaboration allows for a deeper understanding of the challenges and needs faced by transit workers, enabling the development of policies and programs that better support them in their critical duties.

Furthermore, this approach emphasizes the importance of nurturing strong partnerships between transit agencies, policymakers, and the frontline workforce. This synergy helps ensure the public's mobility needs are met efficiently and fairly, while also addressing the interests and well-being of the dedicated individuals who keep transit systems running smoothly. Ultimately, this inclusive stance towards frontline worker representatives reflects an all-inclusive, people-centered vision for the future of sustainable, accessible public transportation.

Santa Fe Trails Transit has installed a drop box to enable transit workers to report safety concerns, including assaults, near-misses, and unsafe acts or conditions, to senior management. The drop box includes protection for workers who report issues, as well as a description of worker behaviors that may result in disciplinary action.

To ensure effective communication, Santa Fe Trails Transit will notify employees via email and post updates publicly on the operator notification board for notification and participation. Additionally, the

transit agency must disseminate the Safety Management Policy throughout its entire organization.

Santa Fe Trails Transit will establish the necessary authorities, accountabilities, and responsibilities for the management of safety within its organization. This will be done in collaboration with the TAB transit advisory Board and the AFSCME Union, as they relate to the development and management of the transit agency's Safety Management System (SMS).

Santa Fe Trails is committed to the following core capacities:

Executive Commitment to Safety - Executive Management will cultivate an organizational culture that prioritizes safe operations. We will dedicate appropriate resources to develop the PTASP, development and ensuring safe practices, improving procedures when necessary, and encouraging effective employee safety reporting and communication. Santa Fe Trails will hold every executive, manager, and employee accountable for upholding our commitment to safe operations. Santa Fe Trails will leverage multiple communication channels to keep employees, policymakers, and the broader community informed.

Communication & Training - Frontline worker representatives and employee engagement are crucial to a well-functioning safety management system (SMS). To enable greater awareness of our safety objectives, performance targets, and ongoing safety communication, we will develop and fine-tune our communication systems at every level of the organization. All levels of management must proactively engage employees and continuously work to keep safety communication simple, honest, and open. Importantly, all employees will be made aware of the importance of our SMS and trained in any new or improved safety reporting procedures. Santa Fe Trails will utilize a comprehensive communication strategy, leveraging all available platforms, to effectively inform its employees, policymakers, and the broader community.

Responsibility & Accountability - All Santa Fe Trails employees, including managers, frontline workers, and contractors, are responsible for providing safe and high-quality transit services that meet the department’s performance standards. Each manager will take an active role in the Safety Management System (SMS) process, ensuring that Safety Assurance functions are supported and advocated. Managers are also accountable for overseeing Safety Risk Management in their operational areas, assessing and mitigating the safety risks associated with identified hazards. Safety performance will be a significant factor in the annual performance evaluations for all Santa Fe Trails employees and managers.

Employee Reporting - Santa Fe Trails will implement a safety reporting program that empowers all frontline employees to voice their safety concerns. Employees are required to use this program as part of the organization's safety management system (SMS). No employee will face retaliation for reporting a safety issue through the program, unless the report indicates an illegal act, gross misconduct, negligence, or a deliberate disregard of department and/or City of Santa Fe’s rules and policies.

Performance Monitoring & Measurement - To drive continuous safety improvements, Santa Fe Trails will establish realistic safety performance measures and targets. A diverse team, including employees and frontline staff, will work closely with management to ensure the proposed safety risk mitigation strategies are suitable, beneficial, and impactful.

Review & Evaluation - To measure and improve our safety management system (SMS) performance, Santa Fe Trails will analyze key safety indicators, review inspections, and evaluate corrective action

reports. These assessments will inform revisions or development of safety objectives, performance targets, and the overall Agency Safety Plan, with the aim of driving continuous, effective safety enhancements. As a living document, the Agency Safety Plan undergoes regular monitoring to ensure its ongoing applicability and functionality.

We appreciate your full cooperation in creating a safer work environment for our employees and customers.

Sincerely,

Andrew J. Baca
Interim Director of Operations and Maintenance
Santa Fe Trails Transit – City of Santa Fe

Safety Management Policy Communication

Santa Fe Trails' Safety Management Policy (SMP) will continue to undergo an annual review. Once the SMP has been updated and presented before the City's Governing Body for approval. The Transit Training Administrator will distribute a physical copy of the Safety Management Policy Statement (SMPS) and each employee will sign an acknowledgment of receipt during the next bi-monthly staff training for all employees. Any updates, amendments, or new agreements will be communicated to all employees during the bi-monthly training sessions, where the SMP will be presented as an agenda item. Additionally, the SMPS will be posted on facility bulletin boards and presented during a regularly scheduled Transportation Advisory Board meeting for discussion. This policy will also be provided to all new hires as part of Transit's new hire training.

Authorities, Accountabilities, and Responsibilities

Roles and Responsibilities of the Accountable Executive
The Santa Fe Trails Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain this Agency Safety Plan.

The Accountable Executive is accountable for ensuring that Santa Fe Trails effectively implements its SMS throughout the agency and addresses SMS substandard safety performance. The Accountable Executive is responsible for signing SMS implementation planning documents and endorsing SMS implementation team membership.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for Santa Fe Trails safety performance cannot be delegated and always rests with the Accountable Executive.

The Santa Fe Trails Accountable Executive's roles include, but are not necessarily limited to:

- Decision-making about human and capital resources needed to support asset management, SMS activities, and capital investments;
- Maintaining the Transit Asset Management (TAM) Plan;
- Signing SMS implementation planning documents, and ensuring that SMS is effectively implemented throughout Santa Fe Trails public transportation system;
- Ensuring action is taken to address substandard performance in Santa Fe Trails SMS;
- Endorsing SMS implementation team membership;
- Developing and maintaining SMS documentation;
- Directing hazard identification and safety risk assessment;
- Monitoring safety risk mitigation activities;
- Planning safety management training; and
- Providing periodic reports on safety performance.

Roles and Responsibilities of the SMS Executive
The SMS Executive supports the Accountable Executive in developing, implementing, and operating Santa Fe Trails' SMS. The SMS Executive reports directly to the Accountable Executive for matters involving SMS.

The SMS Executive's role includes:

- Assisting in developing and maintaining SMS documentation;
- Assisting in hazard identification and safety risk assessment;
- Assisting in safety risk mitigation activities;
- Assisting in planning safety management training, and;
- Other duties as assigned/necessary

Santa Fe Trails identifies and documents all the SMS-related organizational accountabilities and responsibilities of the SMS Executive job function, and this documentation is captured and stored in the Accountable Executive's office.

Agency Leadership and Executive Management Roles
Members of Santa Fe Trails' leadership have authorities and responsibilities for the day-to-day implementation and operation of the agency's SMS.

Santa Fe Trails Agency Leadership and Executive Management include:

- Director of Maintenance and Operations
- Transit Director of Administration
- Supervisors
- Training Administrator
- Fleet and Facilities Manager
- City Council
- Transit Advisory Board (TAB)
- Mayor
- City Manager

The Agency Leadership and Executive Management are responsible for the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Overseeing the implementation and operation of Santa Fe Trails' SMS;
- Providing input into the allocation of resources to accomplish the goals and objectives of the agency safety plan;
- Providing oversight and maintaining compliance with the agency safety plan;
- Modifying policies consistent with the implementation of the agency safety plan;

Key Staff Roles
Santa Fe Trails' Key Staff has the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Assisting the Accountable Executive and the SMS Executive in developing, implementing, and operating the SMS. Based on responsibilities and expertise, the Key Staff assist in hazard identification, safety risk assessment, safety risk mitigation, safety performance monitoring, safety performance measurement, safety training, and safety communication activities.
- Key staff plays a significant role as subject matter experts in hazard identification, safety risk assessment, safety risk mitigation, and safety performance monitoring activities.
- Key staff functions that bring experience and expertise to bear on SMS activities include:
    - Managers;
    - Supervisors
    - Dispatchers;
    - Bus Operators;
    - Vehicle Mechanics, and;
    - Other skilled professionals as needed.
- Safety Meetings: All staff are mandated to attend our Safety Meetings which are held the 3rd Wednesday of each month. With the purpose of presenting and discussing potential hazards

- and strategies to mitigate the consequences of those hazards. Management and Supervisors are required to attend a weekly meeting with the same mission.
- During the safety meetings, the Agency Safety Plan is presented to frontline safety representatives.

Employee Safety Reporting Program

Santa Fe Trails has implemented a voluntary safety reporting program that encourages employees to report any safety concerns, including assaults on transit workers, near-misses, unsafe acts or conditions, or other issues observed during transit service delivery. This voluntary program operates separately from the company's mandatory reporting requirements for accidents and incidents.

The employee safety reporting program (ESRP) provides protections for employees who report safety issues, concerns, or conditions and ensures that discipline will not be applied, and employees have protection against reprisal or any other adverse action for reporting a safety issue, concern, or condition.

The ESRP also describes employee behaviors that are not protected under the program and may result in disciplinary action, such as an employee engaged in an illegal act, committed gross negligence, or deliberately or willfully disregarded regulations or Santa Fe Trails' procedures.

The ESRP clarifies:

- What to report, what not to report, and how to report;
- What managers should do when employees report safety concerns;
- How reports are documented; and
- How employees will receive feedback about the results of their reports.

The reporting system is simple to use and available to all Santa Fe Trails employees. Santa Fe Trails' ESRP addresses the following:

- Who is responsible for developing and managing the employee safety reporting program;
- Timely response to employee safety reports.
- How the agency provides feedback to employees on the action(s) taken to address the reported safety issue, condition, or concern;
- Investigation of reported safety issues, conditions, or concerns for causal or contributing factors.
- How the transit system documents and reviews safety issues, conditions, or concerns to determine if a hazard exists; and
- If the issue is determined to be a hazard, how the hazard is then entered into the safety risk management process.

Santa Fe Trails is committed to providing feedback to its employees who report a safety issue, condition, or concern. This feedback is provided either directly in a one-on-one conversation or through the safety meeting platform. The feedback addresses what, if any action, will be taken to address the reported safety issue, condition, or concern.

Forms are available in dispatch for employees to fill out and report any safety issues, conditions, or concerns along with a dispatch log for employees who report over the radio. There is also the ability for each employee to e-mail a safety issue, concern, or condition directly to management. If an employee

does not have access to e-mail, they can contact the call center at 505-955-2001 and the safety issue, condition, or concern will be logged and management immediately informed via email. The general public can also utilize e-mail via the City of Santa Fe website and the call center as mentioned above.

A description of the ESRP is kept in the Accountable Executive's office at Santa Fe Trails Headquarters. The ESRP is distributed to all current employees during the training provided on employee safety reporting and new employees during their new-hire orientation.

6. Safety Risk Management (SRM)

Santa Fe Trails uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process wherein hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Santa Fe Trails' leadership. The Santa Fe Trails SRM process allows us to carefully examine what could cause harm, determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The Accountable Executives supported by the SMS Executive leads the Santa Fe Trails SRM process to identify hazards and consequences, assess safety risk of potential consequences, and mitigate the safety risk. The results of the SRM process are documented in the Safety Risk Register and referenced materials.

The SRM process applies to all elements of the system, including operations, maintenance, facilities, vehicles, personnel recruitment, employee training, and supervision.

Overall, the Santa Fe Trails SRM process includes the following steps that are carried out under the guidance of the Accountable Executive, supported by the SMS Executive, with input from appropriate subject matter experts:

- Identify hazards
- Identify the potential consequences of each hazard
- Evaluate consequences in terms of probability and severity
- Prioritize risk using our formal risk matrix
- Communicate prioritized risk to the Accountable Executive
- Based on the Accountable Executive's approval, create safety risk mitigations to eliminate or reduce the effects of hazards.
- Implement the mitigation
- Create a strategy for monitoring mitigation effectiveness

In carrying out the SRM process, Santa Fe Trails uses the following terms:

- **Safety Event** – An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Hazard** – Any real or potential condition that can cause injury, illness, death, damage to/loss of facilities, equipment, rolling stock, or infrastructure belonging to SANTA FE TRAILS, or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Safety Risk Mitigation** – a method(s) to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to SANTA FE TRAILS property or the environment

Hazard Identification

All subsequent safety risk management activities are contingent on effectively identifying sources for hazard identification and the processes to obtain information on hazards.

Santa Fe Trails has developed methods and processes to identify hazards and consequences of the hazards. Santa Fe Trails considers, as a source for hazard identification, data and information provided by City Management and the City Council, the FTA, and NMDOT. Santa Fe Trails also considers the results of its asset condition assessments when performing safety hazard identification activities through its SMS. The results of the condition assessments and safety risk management activities help inform Santa Fe Trails' determination as to whether an asset meets the state of good repair standards under 49 CFR Part 625.

The Accountable Executive, supported by the SMS Executive, is responsible for overseeing and facilitating Santa Fe Trails' hazard identification process. The Accountable Executive is also responsible for documenting identified hazards and ensuring that subject matter experts identify the potential consequences of those hazards. Information related to hazard identification and consequence determination is stored in the Santa Fe Trails' Safety Risk Assessment register, which is an Excel spreadsheet that allows for the documentation of all identified safety hazards and the subsequent activities related to addressing those hazards. This risk register is maintained by the Accountable Executive.

The safety hazard identification process helps Santa Fe Trails identify hazards and potential consequences in the operation and maintenance of the system. Hazards are identified through a variety of sources, including:

- Employee Safety Reporting
- Review of Vehicle Camera Footage
- Review of Monthly Performance Data Sheets
- Data and information regarding exposure to infectious diseases provided by the Center for Disease control (CDC) or a State health authority
- Safety concerns identified through the agency's Safety Assurance activities
- Observation from Supervisors
- Maintenance Reports
- Comments from Customers and Passengers
- Employee Safety Meetings
- Manager and Supervisor Safety Meetings
- Results of audits and inspections of vehicles and facilities
- Results of training assessments
- Results of internal safety audits
- Investigations into safety events, incidents, and occurrences
- Safety concerns identified through Safety Assurance activities and;
- FTA, the New Mexico Department of Transportation, and other oversight authority agencies.

The Accountable Executive, with support from the SMS Executive, reviews these sources for hazards and documents them in Santa Fe Trails' safety risk register.

The Accountable Executive also enters hazards into the safety risk register from reviews of the Santa Fe

Trails operations and maintenance, results of audits and observations, and information received from FTA, New Mexico Department of Transportation, and other oversight authorities, including the National Transportation Safety Board.

The Accountable Executive or SMS Executive may conduct further analysis of hazards and consequences entered into the Safety Risk Register to collect information, identify additional consequences, and to inform management which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Accountable Executive or SMS Executive may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assess the possible hazardous condition/s, generate visual documentation (photographs and/or video), and take any measurements that are deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (such as records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any previously-reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This signifies the belief that immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of the Environmental Protection Agency or NMDOT environmental protection standards.

Santa Fe Trails involves subject matter experts in safety hazard identification processes by matching the experience and expertise of the individual(s) with the type of hazard to be analyzed. For example, if the hazard is operations related, then the primary subject matter experts will be from operations; if the hazard is vehicle maintenance related, that type of hazard requires vehicle maintenance expertise and skills.

Determination of the potential consequences of hazards drives our safety risk assessment activities. Hazards in and of themselves do not cause damage. It is the consequences of hazards that cause injuries and death, destroy property, harm the environment, or impair the ability of a transit provider to deliver transit services. Santa Fe Trails subject matter experts identify the potential consequences of hazards, keeping in mind that a single hazard could have many potential consequences. Each potential consequence is identified and recorded.

The Accountable Executive is responsible for ensuring that the documentation of hazards and consequences is taking place.

Safety Risk Assessment

Santa Fe Trails has established processes to assess the safety risk associated with identified safety hazards. These safety risk assessment processes include an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigation.

Assessing the likelihood and severity of hazard consequences is the first step in prioritizing safety risk. Santa Fe Trails has established a process for assessing the potential safety risks of identified hazards and prioritizing them accordingly. The agency evaluates safety risk in terms of likelihood (the probability of a consequence occurring) and severity (the seriousness of a consequence, if it does occur). A color-coded safety risk index provides a rating system that is used in conjunction with a safety risk assessment matrix to prioritize safety risks. This matrix helps determine the probability and severity of potential consequences, allowing Santa Fe Trails to prioritize safety risks. The specific safety risk assessment matrix used by the agency is presented in Appendix E.

To conduct safety risk assessments, Santa Fe Trails selects subject matter experts whose experience and expertise align with the specific hazards or potential of being evaluated. The Accountable Executive or SMS Executive oversees this assessment process, which utilizes Santa Fe Trails' established safety risk assessment matrix.

Safety risk prioritization is linked to safety risk mitigation creation. Prioritizing our safety risk provides the Accountable Executive with the information needed to make decisions about resource application. It helps Santa Fe Trails apply its limited time, financial, and human resources to the highest priority transit safety risk. The Accountable Executive is the ultimate decision-maker on applying resources to mitigate high priority transit safety risk.

Safety Risk Mitigation

Santa Fe Trails' safety risk management process culminates in the development of proactive safety risk mitigation measures. The agency has established processes to identify necessary mitigations and strategies to reduce the likelihood and severity of safety risks that was assessed during the safety risk assessment process.
The Accountable Executive, supported by the SMS Executive, is responsible for guiding and overseeing the subject matter experts involved in the risk mitigation process. Any safety risk mitigations requiring additional resources or changes to agency policy must be approved by the Accountable Executive.

Santa Fe Trails has implemented a comprehensive process to mitigate its prioritized safety risks. This process clearly defines when risk mitigation is necessary and assigns specific roles for developing those mitigations. Key elements include:

- Incorporating guidance from oversight authorities like the FTA or the NMDOT
- Adhering to infectious disease prevention guidelines from the CDC or state health department
- Referencing any required forms
- Documenting and storing the results of the risk mitigation process

Santa Fe Trail’s safety risk mitigation steps include:

- Examining the potential consequences of hazards and their probability and severity
- Develop strategies to reduce the probability and/or severity of those potential consequences

- Ensure the strategy can be realistically implemented with available resources
- Turn the strategy into a mitigation plan
- Put the mitigation plan into place
- Create a plan for monitoring the effectiveness of the mitigation

Santa Fe Trails develops and documents a strategy to implement a safety risk mitigation plan that drew on subject matter expertise. These implementation strategies include:

- who is responsible for implementing the mitigation;
- where the mitigation will reside within agency activities;
- how the mitigation will be implemented, and;
- how long implementation should take.

Santa Fe Trails needs to know that its mitigations are working. When we develop a mitigation, we also define and document the way the mitigation will positively impact safety performance so that we can then monitor whether that positive impact is taking place and if the mitigation is effective. Under the guidance of the Accountable Executive and/or SMS Executive, the subject matter experts involved in creating a safety risk mitigation also decide on the best ways to monitor the effectiveness of the mitigation being implemented. This includes developing and documenting monitoring strategies. Santa Fe Trails created strategies for monitoring the effectiveness of mitigations. These strategies provide consistency in monitoring activities, regardless of whether the mitigation is implemented in operations, maintenance, or administration.

Santa Fe Trails understands that successful mitigation implementation and monitoring activities depend on having a process for how it will formally communicate mitigation and monitoring strategies to operations, maintenance, or administration staff who will implement and monitor the mitigations. Santa Fe Trails has documented this process. This communication feeds cross-functional ownership in SMS processes since employees who create the mitigations may not be the same employees that implement and monitor the mitigations.

Strong documentation of safety risk mitigations feeds safety performance monitoring. Santa Fe Trails has established and documented how it will record all of its various safety risk mitigation activities and their outcomes. Within this process, Santa Fe Trails references any forms that it uses during safety risk mitigation activities and where the completed records of safety risk mitigation activities are stored.

7. Safety Assurance

Santa Fe Trails has established processes to:

- Monitor its operations for compliance with and sufficiency of its policies and procedures;
- Santa Fe Trails works to ensure that it is performing maintenance which is consistent with Santa Fe Trails' ability to safely meet its operational requirements and in compliance with all safety policies and procedures;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended;
- Conduct investigations of safety events to identify causal factors, and;
- Monitor the effectiveness of its employee safety reporting program.

Safety Performance Monitoring and Measurement

Santa Fe Trails has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections;
- Regular review of on-board camera footage to assess drivers and specific incidents;
- Investigation of safety occurrences;
- Safety review prior to the launch or modification of any facet of service;
- Daily data gathering and monitoring of data relating to the delivery of service using its Dispatch Management software, and;
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends both quarterly and annually to determine where corrective actions need to occur. The Accountable Executive enters any identified non-compliant or ineffective activities, including any resulting mitigations, back into the SRM process for reevaluation.

Operations Monitoring

The Accountable Executive and operations supervisors are responsible for ensuring and documenting the system's compliance with and sufficiency of its operations policies and procedures. Santa Fe Trails has checklists and forms that it uses to drive and document its operations monitoring activities. This documentation is stored within Santa Fe Trails' safety performance monitoring files located in the Accountable Executive's office.

The operational areas that are monitored for compliance with policies and procedures include but are not limited to:

- Bus operator pre-trip inspections;
- Bus operator behind the wheel performance;
- Bus operator passenger assistance;
- Bus operator emergency response, and;
- Operation Supervisor and Dispatch activities.

When Santa Fe Trails' monitoring activities determine lack of compliance with operations policies and procedures or inadequacies of those policies and procedures, it then uses this information to feed Santa

Fe Trails' hazard identification and safety risk assessment process.

Within these documented processes, Santa Fe Trails describes:

- the job functions responsible for the different areas of field observations;
- how it will record the results of field observations;
- where these records are stored, and;
- how it will address hazards or safety issues identified during field observations.

Santa Fe Trails has established and documented emergency procedure checklists that supervisors and dispatchers can readily access to help direct their response to bus operators who may experience an emergency during revenue service. These procedures include, but are not limited to:

- responding to accidents and incidents;
- evacuating a vehicle under smoke and fire conditions, and;
- responding to a potentially dangerous passenger and other security threats.

Vehicle Maintenance Monitoring

Santa Fe Trails monitors the following areas of its vehicle maintenance and documents all monitoring activities and their results:

- Mechanic skills and performance;
- Adherence to preventive maintenance schedules;
- Effectiveness of corrective maintenance activities, and;
- Maintenance-related vehicle road calls.

Facility Safety Inspections

Santa Fe Trails maintenance management with support from City personnel conduct periodic facility safety, shop safety, and HAZMAT inspections. These inspections are documented as well as activities to mitigate any problems identified during the inspections. These records are kept in the Accountable Executive's office.

Fire Hazard and Fire Extinguisher Inspections

Santa Fe Fire Department and Risk Management division conduct independent annual fire inspections at our facilities. Santa Fe Trails utilizes independent contractors to inspect and replace facility and vehicle and facility fire extinguishers as well as fire safety systems on an annual and as needed basis.

Field Observations of Service Delivery

Santa Fe Trails has documented processes that it uses to conduct field observations of safety-related aspects of the following elements of service delivery:

- bus stops;
- bus transfer locations;
- fixed-route schedules and service delivery; and
- paratransit/demand response scheduling and service delivery.

The Accountable Executive, supported by the SMS Executive, has overall responsibility to ensure that this monitoring is carried out and documented. Field observations are carried out by operations, maintenance, and administrative staff. If deficiencies are noted during the monitoring process, these deficiencies are documented and addressed as a source of proactive hazard identification through Santa Fe Trails' safety risk management processes. All these service delivery monitoring activities are

documented and stored in the Accountable Executive's office.

Risk Mitigation Monitoring
The Accountable Executive with support from the SMS Executive and operations, maintenance, and administrative staff has responsibility for monitoring operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. The actual field monitoring of the mitigations is often carried out by subject matter experts, including those that assisted in the creation of the mitigation of the SRM process.

Santa Fe Trails documents how it carries out these monitoring strategies to periodically assess the effectiveness of safety risk mitigations.

Activities to monitor the effectiveness of safety risk mitigations ultimately assist Santa Fe Trails in determining whether:

- the existing mitigation is working as desired;
- the existing mitigation needs some modification to work as desired;
- the existing mitigation is not working and needs to be replaced, or;
- the existing mitigation is no longer needed.

The results of mitigation monitoring activities are made available for further safety risk management activity if needed. Mitigation monitoring documentation is stored in the Accountable Executive's office.

Safety Event Investigation
Responsibility for Santa Fe Trails safety event investigation process is shared by the Accountable Executive and the SMS Executive. Actual performance of safety event investigations, including identifying causal factors, involves not only the Accountable Executive and SMS Executive but also Operations Supervisors, Maintenance Staff, and Training Staff. Local law enforcement responds to accident scenes, as well.

Safety event records provide critical baseline information to support SMS implementation, operation, and safety performance target achievement.

Santa Fe Trails has documented procedures for safety event investigation. Santa Fe Trails has forms, consistent with industry standards, for documenting the results of safety events as well as the subsequent investigation. Safety event documentation is on file in the Accountable Executive's office.

After a safety event investigation is complete, Santa Fe Trails management, with input from subject matter experts, determines whether the safety event was preventable or non-preventable and based on that decision, whether discipline of employees involved is required.

Santa Fe Trails takes the process a step further and performs causal analysis of safety events to help determine if latent organizational factors, beyond individual employee behavior, may have contributed to the event. The results of causal analysis are documented on a causal analysis form. Records of the results of the analysis of the forms are kept in the Accountable Executive's office.

Results of this analysis for causal factors provide potential hazard identification information that may need to be put through Santa Fe Trails' safety risk management process to reduce the potential risk of recurrence of a similar accident or incident.

Employee Safety Reporting Program Monitoring
An effective ESRP supports hazard identification. The Accountable Executive with support from the SMS Executive is responsible for monitoring the transit agency's ESRP.

Santa Fe Trails has established and documented the activities it will use on an ongoing basis to monitor whether its ESRP is effective and achieving desired outcomes. Within this process, Santa Fe Trails has established criteria that will determine if the program is performing as desired. Some of the criteria include: volume of reports received, value of reports received, response to reports received in terms of hazard identification risk assessment and risk mitigation, how information gathered from the ESRP is shared and communicated, and the timeliness and accuracy of feedback provided to employees who have reported a safety issue, concern, or condition.

Documentation on all aspects of monitoring the safety reporting program is stored in the Accountable Executive's office.

Continuous Improvement
Santa Fe Trails annually assesses its safety performance using key safety indicators to track progress towards its safety targets and to identify any deficiencies in safety performance against its targets, including when the agency fails to meet a target. This process also evaluates how effectively the agency addresses safety risks across all aspects of service delivery.

Santa Fe Trails annual assessment also includes conducting a comprehensive audit of the existing SMS, examining its policies, procedures, and implementation across all levels of the organization. This involves meticulously reviewing documentation, observing safety practices in the field, and conducting interviews with employees at different levels to gain a holistic understanding of the system's effectiveness. Deficiencies in the agency's SMS include concerns with the processes and procedures defined by the agency to carry out its SMS.

Based on the findings of this annual assessment, Santa Fe Trails develops and carries out a plan, under the direction of the Accountable Executive, to address any identified deficiencies. The plan includes the agency's efforts to address underlying hazards and potential consequences through Safety Risk Management, changing data collection or analysis techniques to better understand what is really going on, and/or testing and evaluating new approaches to SMS processes.

The results of these assessments are documented and kept on file in the SMS Executive's office.

8. Safety Promotion

Competencies and Training

Under the guidance of the SMS Executive, the Santa Fe Trails Training Administrator has the day-to-day responsibility for the development, delivery, and documentation of all SMS-related safety skill competencies and SMS training.

Santa Fe Trails has established competencies and training for all operations transit workers and transit workers directly responsible for safety. Training is provided to employees at-hire and on an ongoing refresher basis.

Training Needs Analyses
Santa Fe Trails periodically conducts training needs analyses to ensure that its training is up to date, and addresses critical, safety-related concerns. It carries out these training needs analyses by doing the following:

- Reviewing existing job descriptions;
- Identifying which positions, including contractors, have direct responsibility for determining when safety training is needed;
- Determining what SMS roles, responsibilities, and processes are missing from job descriptions, and;
- Updating job descriptions to reflect SMS practices.

New-Hire Bus Operator Training Program
Santa Fe Trails has comprehensive lesson plans for new-hire, classroom, and hands-on bus operator training. Continuation of skill training helps it identify hazards, such as training gaps or outdated lesson plans. Lesson plans and schedules not only assist the instructor in delivering the training but also provide a record of the content of the training should it be needed for any other purpose. All Santa Fe Trails new-hire bus operator lesson plans and schedules are kept on file a in the Training Administrator's office.

Bus Operator Refresher Training
Santa Fe Trails presently provides monthly bus operator refresher training on a variety of topics, including defensive driving, bloodborne pathogens, wheelchair securement, emergency procedures, active shooter, de-escalation, and ergonomics.

Santa Fe Trails maintains lesson plans, agendas, and sign-in sheets to document the content of refresher training and individual attendance at that training. These documents are on file in the Training Administrator's office.

Santa Fe Trails also provides retraining for Bus Operators for performance deficits.

Supervisors, Dispatchers, and Mechanic Training
Supervisors, dispatchers, and mechanics play a critical role in identifying and responding to hazards, and helping to both proactively and reactively mitigate risk. Training for supervisors, dispatchers, and mechanics primarily consists of mentoring, coaching, and on-the-job training.

Mentoring, coaching, and on-the-job training are very appropriate training approaches, but ones that need to be guided by a structured agenda of topics. Santa Fe Trails has developed checklists with topics for experienced supervisors, dispatchers, and maintenance staff to use during on-the-job training, coaching, and mentoring of trainees.

These checklists are also used to document an employee's satisfactory completion of the training and include instructor and trainee signatures and the dates the training took place. These documents are kept on file in the Training Administrator's office.

SMS Orientation
A cross-functional and multi-level understanding of SMS supports all SMS-related activities. Successful SMS implementation and operation require employee involvement and ownership at every level of the agency and within every service-delivery related function. Employees need to understand SMS; what their role is within SMS; and how they, the organization, and customers benefit from SMS success. This knowledge will nurture employee "buy-in."

Santa Fe Trails presented SMS orientation sessions for all employee functions and addressed the implications of SMS for all agency functions. This initiative addressed SMS with experienced employees. Santa Fe Trails has also plugged information on SMS into all new-hire employee orientations. Documentation of these orientations, including agenda of topics covered, signatures of trainer/trainee, are kept on file in the Training Administrator's office.

Safety Risk Management Orientation for Subject Matter Experts
Successful proactive safety risk mitigation begins with subject matter experts who have a clear understanding of their responsibilities and the skills required to carry them out.

Employees who participate in safety risk management activities as subject matter experts need to understand how to carry out their responsibilities. The SMS Executive makes sure that subject matter experts are orientated on their safety risk management responsibilities, the desired outcomes of safety risk management activities, and the importance of the effort to Santa Fe Trails' safety performance.

Documentation of the orientation process, as well as the orientations themselves, includes how the agency:

- assesses hazards for consequences;
- conducts safety risk assessments, and;
- creates safety risk mitigations.

Documentation of this ongoing activity is on file in the Training Administrator's office.

Safety Performance Monitoring Orientation
The quality of safety performance monitoring is reflected in an agency's overall positive safety performance. Employees who participate in safety performance monitoring activities need to know how to carry out their responsibilities. The Accountable Executive and SMS Executive make sure that these employees receive orientations on what their responsibilities are, the desired outcomes of safety performance monitoring, and the importance of the effort to overall agency safety performance.

Orientations include how to perform monitoring activities of both internal and contracted operations as well as external maintenance activities. Performance monitoring includes such activities as:

- field observations to ensure operations and maintenance policies and procedures are being followed correctly;
- assessing and documenting employee safety performance; monitoring the effectiveness of safety risk mitigations, and;
- evaluating the effectiveness of the employee safety program.

Documentation of these activities is kept on file in the Training Administrator's office.

Orientation on Employee Safety Reporting Program
An effective ESRP is one of the most important tools for hazard identification.

Santa Fe Trails' ESRP, at a minimum, provides the following information:

- the purpose and benefits of the program;
- guidelines on the types of safety concerns and issues employees should report;
- the reporting methods available to employees (how to report);
- an explanation of how the information will be managed and shared;
- the protections for employees who report safety concerns;
- a description of the operational behaviors that are not protected and may result in discipline, and;
- the agency's commitment to providing feedback on reported safety concerns.

Agendas of the ESRP orientation and attendance records are on file in the Training Administrator's office.

Training Documentation
Training documentation is a source of hazard identification.

Training documentation provides formal proof that employees were trained and shows that employees received timely certification and recertification in critical skill areas. Up-to-date training documentation also assists Santa Fe Trails in forecasting future training schedules.

Santa Fe Trails training documentation includes:

- records of training needs analysis for lesson plan development;
- curricula for initial and refresher training;
- training schedules and records of all completed training;
- procedures for revising training materials;
- course assessment materials, and;
- copies of individual employee training records.

Santa Fe Trails records of course completion include:

- date the training was held;
- content covered during the training session;
- length of the session;
- training format, and;
- signatures of instructor and trainee.

Records of training documentation and course completion are kept on file in the Training

Administrator's office.

Conflict Training and De-escalation Skills

Santa Fe Trails provides conflict management and de-escalation training to all staff, via on line training module and in person training.

Training Monitoring
Santa Fe Trails regularly monitors its training to ensure effectiveness. Specifically, the training monitoring process addresses the following:

- monitor training to make sure it delivers the necessary SMS skills and information;
- establish a process for reviewing and revising training courses and consider review frequency, reviewers, and decision-making process for revisions.

Safety Communication

The Accountable Executive and SMS Executive are responsible for ensuring the distribution and communication of safety and safety performance information throughout Santa Fe Trails. They are assisted in this responsibility by appropriate managers and supervisors.

Effective safety communication is the foundation for developing robust Safety Management System (SMS) processes and activities at Santa Fe Trails. Santa Fe Trails regularly informs its workers of safety actions taken in response to reports submitted through the transit worker safety reporting program. The department has ensured, and will continue to ensure, that all employees are aware of safety-related information and responsibilities across multiple communication channels including conveying all reports to frontline transit worker representatives. This includes providing clear explanations, documentation, training, and notifications about any changes to relevant policies, activities, or procedures. Santa Fe Trails has documented its comprehensive approach to safety communication and supporting activities, which is maintained on file in the Accountable Executive's office.

In general, Santa Fe Trails' documentation of safety communication includes details about:

- objectives of the communication;
- content;
- target audience;
- format;
- frequency of the communication; and
- ways to ensure communication was understood.

Safety Meetings
Santa Fe Trails holds monthly employee safety meetings. These safety meetings provide a strong platform for safety-related communication and dialogue, identification of safety hazards, concerns, and issues, and the delivery of refresher training. It is through employee safety meetings that the agency conveys the results of cooperation with frontline transit worker representatives in updating the Agency's Safety Plan

Agendas for these meetings are comprehensively documented.

Santa Fe Trails' documentation of its safety meeting process includes:

- how often it schedules employee safety meetings;
- the job functions that are required to attend meetings;
- how it chooses topics to discuss during the meetings, and;
- how it addresses those topics within the employee safety meeting.
- The safety meeting provides employees and frontline transit worker representatives with the ability to provide input for the safety plan.

Organization-Wide Communication of Safety Hazard and Safety Risk Information
A goal of safety risk management processes is to reduce safety risk for employees and customers. Safety-sensitive employees are always vulnerable to the consequences of safety hazards within the transit environment. Timely reporting to employees of newly identified safety hazards and the safety risks those hazards present can help reduce that vulnerability.

Santa Fe Trails has documented procedures for communicating hazards. The Accountable Executive and SMS Executive are responsible for making sure this communication takes place. The documentation of these procedures is on file in the SMS Executive's office.

Communication about Safety Risk Mitigations
Santa Fe Trails is committed to informing employees at every level of operations about the safety risk mitigations it is putting into effect. The reasons it provides this information are:

- it tells employees that the transit agency is doing all it can to reduce risk;
- it brings attention to employee roles and responsibilities that may be affected by new mitigations, and;
- informed employees are better situated to be a source of information on determining how well mitigations are working.

Santa Fe Trails has documented its procedures for communicating safety risk mitigations to employees along with who is responsible for making sure this communication takes place. The Accountable Executive and SMS Executive share responsibility for making sure that this communication takes place. This documentation is on file in the SMS Executive's office.

Organization-Wide Communication of Agency Safety Performance
Transit agencies implement SMS to help them continuously improve their safety performance. Communicating agency safety performance information promotes employee "buy-in" to SMS processes, thus further improving the agency's overall safety performance.

Santa Fe Trails employees should have ownership of safety. To reinforce this ownership, Santa Fe Trails periodically communicates statistics on the agency's overall safety performance to all employees regardless of job function. This includes providing information on Santa Fe Trails' status related to achieving its safety performance targets.

Santa Fe Trails has documented how it communicates safety performance information throughout its organization. The Accountable Executive is responsible for taking the lead on this communication and

making sure that it takes place. The documented procedures are on file in the SMS Executive's office.

Additional Information

Santa Fe Trails will maintain documents that describe the programs, policies, and procedures it uses to carry out its agency safety plan. It will also maintain documents not included or referenced elsewhere in this safety plan, related to the implementation of the transit agency's SMS, as well as results from SMS processes and activities.

These documents will be maintained for at least three years after their creation and made available upon request by the FTA, other federal entities, or the NMDOT. The Accountable Executive and SMS Executive will be points of contact for providing Agency Safety Plan-related information to external agencies to ensure access to these documents.

Appendix A: Definitions

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of an agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Assault on a transit worker means, as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

CDC means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

Direct Recipient means an entity that receives Federal financial assistance directly from the Federal Transit Administration.

Emergency means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).

Equivalent Entity means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Injury means any harm to persons as a result of an event that requires immediate medical attention away from the scene.

Investigation means the process of determining the causal and contributing factors of a safety event, incident, or hazard, for the purpose of preventing recurrence and mitigating safety risk.

Joint labor-management process means a formal approach to discuss topics affecting transit workers and the public transportation system.

Large urbanized area provider means a recipient or subrecipient of financial assistance under 49 U.S.C.

5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. chapter 53.

Near-miss means a narrowly avoided safety event.

Operator of a public transportation system means a provider of public transportation.

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Potential Consequence means the effect of a hazard.

Public transportation means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:
(1) Intercity passenger rail transportation provided by the entity described in 3 49 CFR part 673 Changes (April 2024) 49 U.S.C. chapter 243 (or a successor to such entity);
(2) Intercity bus service;
(3) Charter bus service;
(4) School bus service;
(5) Sightseeing service;
(6) Courtesy shuttle service for patrons of one or more specific establishments; or
(7) Intra-terminal or intra-facility shuttle services.

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system, or any such system in engineering or construction, that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration. These include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Recipient means a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. chapter 53.

Roadway means land on which rail transit tracks and support infrastructure have been constructed to support the movement of rail transit vehicles, excluding station platforms.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit

agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information. 4 49 CFR part 673 Changes (April 2024)

Safety Committee means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

Safety event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.

Safety Management System (SMS) means the formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk means the composite of predicted severity and likelihood of a potential consequence of a hazard.

Safety risk assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.

Safety risk management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and the mitigating safety risk of their potential consequences.

Safety risk mitigation means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

Safety set-aside means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety related projects eligible under 49 U.S.C. 5307.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana

Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.

Subrecipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.

Transit agency means an operator of a public transportation system. that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Transit worker means any employee, contractor, or volunteer working on behalf of the transit agency.

Urbanized area means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

Appendix B: Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
CNG	Compressed Natural Gas
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NMDOT	New Mexico Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transportation Agency Safety Plan
SMPS	Safety Management Policy Statement
SMS	Safety Management System
SRM	Safety Risk Management
TAB	Transit Advisory Board
TAM	Transit Asset Management

Appendix C: City of Santa Fe ASP Approval Documentation

City Council Minutes link for the approval Santa Fe Trails Safety Plan

Appendix D: Certification Documentation

On December 23, 2024, Santa Fe Trails provided an updated safety plan to ensure full compliance with Federal requirements. This update was sent to New Mexico Department of Transportation, Transit and Rail Division.

Appendix E: Santa Fe Trails Safety Risk Assessment Matrix

Risk Assessment Matrix

SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Severity of the Consequence		
Definition Category	*Meaning*	*Value*
Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact that violates law or regulation, or monetary loss equal to or exceeding $250,000.	1
Critical	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least one person, property damage exceeding $25,000 but less than $250,000, system shut down lasting between 10 minutes and 4 hours, or reversible significant environmental impact causing a violation of law or regulation.	2
Marginal	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact without violation of law or regulation, or monetary loss up to $25,000, or system shutdown of less than 10 minutes	3
Negligible	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than $25,000.	4

Qualitative Definition	*Meaning*	*Value*
Frequent	Likely to Occur Frequently - more than once per month	A
Probable	Likely to Occur less than once per month but more than once per year	B
Occasional	Likely to Occur less than once per year but more than once per decade	C
Remote	Very Unlikely to Occur - once in the life of the system	D
Improbable	Almost inconceivable that the event will occur in the life of the system	E

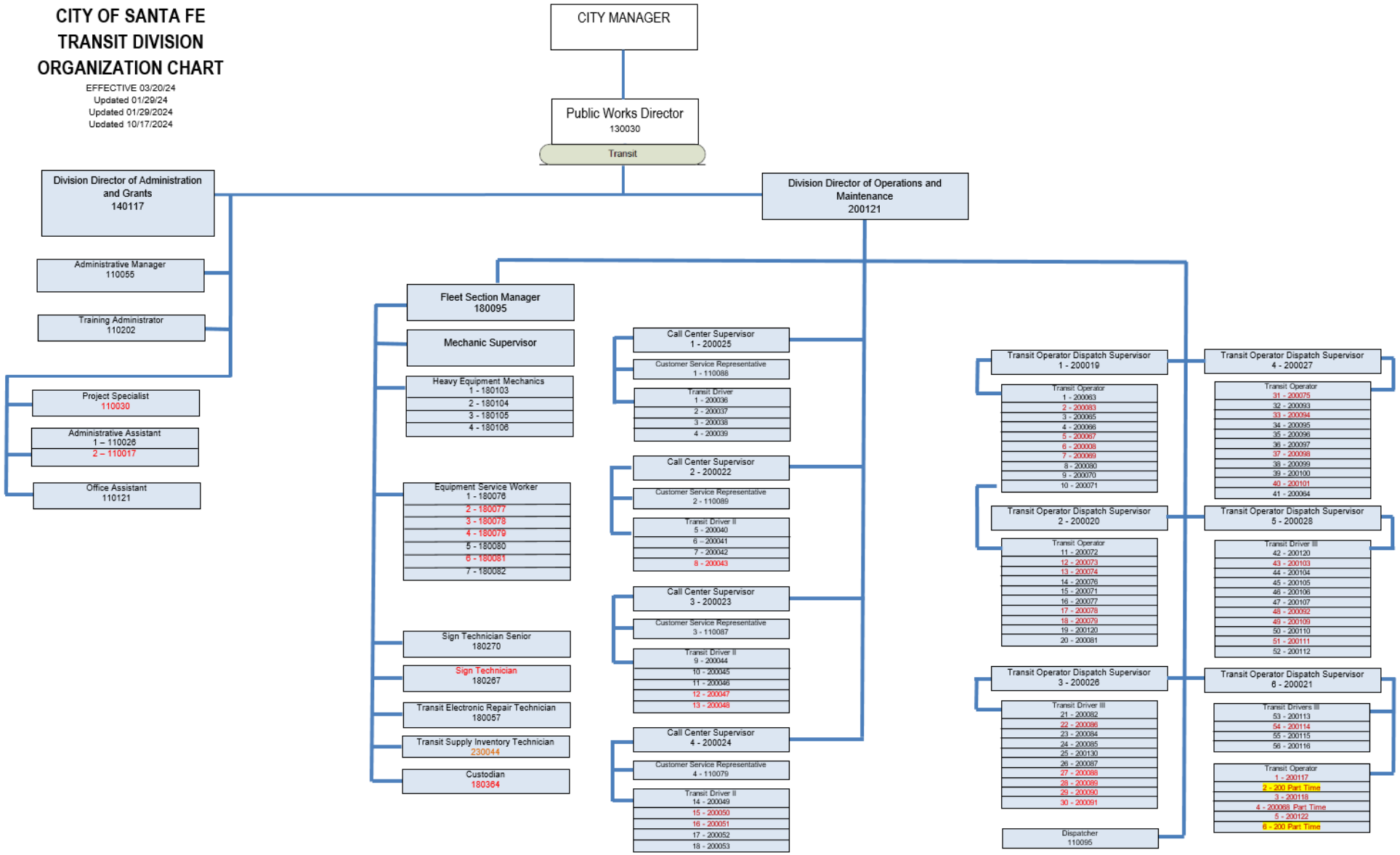
Safety Risk Levels

Risk Assessment Matrix Color Code

"Tolerability" based on identified severity and likelihood.

	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations; monitoring is necessary.
	Acceptable under existing circumstances; with senior management approval.

Appendix F: Santa Fe Trails Organizational Chart



FIR No. 10697.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Santa Fe Trails Updated Requirements for Agency Safety Plan

Sponsor(s): Councilor Lee Garcia and Mayor Alan Webber

Reviewing Department(s): Public Works

Staff Completing FIR: Gabrielle Chavez **Date:** 6/26/2025 **Phone:** (505) 469-3405

Reviewed by City Attorney: Erin McSherry **Date:** 07/02/2025
Erin McSherry (Jul 2, 2025 11:47 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 07/02/2025

Summary:
The proposed resolution would approve the Santa Fe Trails Fiscal Year 2025 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA"), for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe, Santa Fe Trails, will not comply with federal transit rules.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Once approved by the Governing Body, staff will submit the PTASP to the FTA and the New Mexico Department of Transportation for approval.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: gnchavez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 9, 2025

To: Finance Committee and Public Works and Utilities Committee

From: Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMDOT Control Number C5213057

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation (NMDOT), regarding Appropriation ID number F3057, and Control number C5213057 ("Grant Agreement"). The Grant Agreement makes available three hundred thousand dollars ($300,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle, and drainage infrastructure on Governor Miles Road in the city of Santa Fe.

BACKGROUND:

NMDOT, through Article X.B (v) of the Grant Agreement, requires that the City of Santa Fe ("City") as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Attachment A of the Grant Agreement also requires that the City "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project. Adoption of this Resolution will satisfy these requirements and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body and executed in an action separate from the Resolution; and the Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

The Laws of 2025, Chapter 158, Senate Bill 425, Section 360, reauthorized or re-appropriated funding for the Grant Agreement, and extended the expenditure period from June 30th, 2025, to June 30th, 2027.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS TO ENTER AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, REGARDING APPROPRIATION ID NUMBER F3057, CONTROL NUMBER C5213057, TO ACQUIRE RIGHTS OF WAY AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE PEDESTRIAN, BICYCLE, AND DRAINAGE INFRASTRUCTURE ON GOVERNOR MILES ROAD IN THE CITY OF SANTA FE; AND ACCEPTING RESPONSIBILITY FOR THE PROJECT AND ASSUMING OWNERSHIP, LIABILITY, AND MAINTENANCE RESPONSIBILITIES FOR ALL AMENITIES RELATED TO THE PROJECT.

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 98, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number F3057, NMDOT Control Number C5213057 ("Agreement"), incorporated as Exhibit A, in the amount of three hundred thousand ($300,000), to acquire rights of way and to plan, design,

construct, and improve pedestrian, bicycle, and drainage infrastructure Governor Miles Road (the "Project"); and

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 360, the Legislature reauthorized or re-appropriated funding, of NMDOT Control Number C5213057, incorporated as Exhibit B, and extended the expenditure period, and,

WHEREAS, Article VII allows both the NMDOT and City to alter the Agreement by written consent of both parties; and

WHEREAS, the NMDOT and City want to amend the Agreement; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, Attachment A to Exhibit A, Item 5 of the Agreement states that the City will "[a]dopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability and maintenance responsibility for the scope, or related amenities and required funding to support the Project," and adopting this resolution will satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe

Name: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM 87504-0909

Email: mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Regina Wheeler

Title: Public Works Director, City of Santa Fe

Address: 737 Agua Fria Street.

Santa Fe, Nm 87501

Email: rawheeler@santafenm.gov

Telephone: (505) 955-2200

BE IT FURTHER RESOLVED that the City shall accept responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability and maintenance responsibilities for all amenities related to the completion of the Project, without waiving the protections of the Tort Claims Act and other limitations on government liability in New Mexico.

BE IT FURTHER RESOLVED that this resolution pertains to the Agreement, and to any amendments to the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jul 2, 2025 11:58 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/ C5213057 Governor Miles RD Designating Signatory and Responsibility

DocuSign Envelope ID: 177DE16D-0F3C-474E-A375-2FB2D4B707EB

ITEM # 22-0058

PROJECT # 3057

NMDOT Contract# D19709
Contract Number: 22-0058
Vendor Number: 0000054360
Control Number: C5213057

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 28th day of February, 20 23 by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 98, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3057 NMDOT Control Number C5213057 $300,000
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, Section 33, Subsection 98, Three Hundred Thousand Dollars and No Cents ($300,000), to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles road in Santa Fe in Santa Fe county; .

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents $300,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, Zero Dollars and Zero Cents ($ 0.00), which equals Three Hundred Thousand Dollars and No Cents ($300,000) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Santa Fe

Entity Name

By: Alan Webber

(Type or Print Name)

Its: Mayor

(Type or Print Title)

Feb 24, 2023

Date

DEPARTMENT OF TRANSPORTATION

Mallery Manzanares

By:

Its: Cabinet Secretary or Designee

2/28/2023

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Craig C Kling

By: Craig Kling

Its: Assistant General Counsel

Jan 27, 2022

Date

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: Feb 24, 2023

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK XIV

GB MTG 2/22/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 26, 2023 11:05 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 23, 2023 21:41 MST)

EMILY K. OSTER, FINANCE DIRECTOR

3309980-490150 / 3309980-572970

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including City, State & Zip Code)
_____
City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. APP Amount *(If Applicable)*: _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount *(If Applicable)*: _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year: _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer or Fiscal Agent *(If applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

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10. **Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.**

CVFG@GR@

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5213057

CITY OF SANTA FE
DEPARTMENT OF TRANSPORTATION
FIRST AMENDMENT TO
FUND 89200 CAPITAL APPROPRIATION PROJECT

This AMENDMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Amendment is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C5213057, Contract Number D19709 on February 28, 2023; and,

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Sub Section 98, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D19709; and,

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 360, the Legislature reauthorized or re-appropriated funding, under Contract Number D19709 and extended the expenditure period; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

1. Article I(A) is deleted and replaced with the following:

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3057, NMDOT Control Number C5213057, **$300,000**
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, HB285, Section 33, Sub Section 98, Three Hundred Thousand Dollars and No Cents (**$300,000**), to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles road in Santa Fe in Santa Fe county.

The funding identified above was reauthorized or re-appropriated during the 2025 Legislative Session to extend the time of expenditure with the following new appropriation ID and reversion date.

DFA Appropriation ID J4358, NMDOT Control Number C5213057
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2025, Chapter 158, SB425, Section 360.

The Grantee's total reimbursements shall not exceed the appropriation amount Three Hundred Thousand Dollars and No Cents, $300,000, (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, $0.00, which equals Three Hundred Thousand Dollars and No Cents, $300,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

2. Article III is deleted and replaced with the following:

Whenever written notices, including written decisions, are to be given or received related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Regina Wheeler
Title: Director of Public Works
Address: PO Box 909, Santa Fe, NM 87504
Email: rawheeler@santafenm.gov
Telephone: 505-955-6622

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement:

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by e-mail or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

3. Article IV(A) is deleted and replaced with the following:

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

[This space intentionally left blank]

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

NEW MEXICO DEPARTMENT OF TRANSPORTATION:

_____

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 1, 2025 11:39 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

ITEM # 22-0058

PROJECT # 3057

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D

NMDOT Contract# D19709
Contract Number: 22-0058
Vendor Number: 0000054360
Control Number: C5213057

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 28th day of February, 20 23, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 98, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3057 NMDOT Control Number C5213057 $300,000
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, Section 33, Subsection 98, Three Hundred Thousand Dollars and No Cents ($300,000), to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles road in Santa Fe in Santa Fe county; .

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents $300,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, Zero Dollars and Zero Cents ($ 0.00), which equals Three Hundred Thousand Dollars and No Cents ($300,000) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Santa Fe

Entity Name

By: Alan Webber

(Type or Print Name)

Its: Mayor

(Type or Print Title)

Feb 24, 2023

Date

DEPARTMENT OF TRANSPORTATION

Mallery Manzanares

By:

Its: Cabinet Secretary or Designee

2/28/2023

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Craig C Kling

By: Craig Kling

Its: Assistant General Counsel

Jan 27, 2022

Date

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: Feb 24, 2023

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK XIV

GB MTG 2/22/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 26, 2023 11:05 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 23, 2023 21:41 MST)

EMILY K. OSTER, FINANCE DIRECTOR

3309980-490150 / 3309980-572970

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including City, State & Zip Code)
_____
City _____ State _____ Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. APP Amount *(If Applicable)*: _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount *(If Applicable)*: _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB *(attach wire if final draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

_____ _____
Grantee Fiscal Officer or Fiscal Agent *(If applicable)* | Grantee Representative

_____ _____
Printed Name | Printed Name

Date: _____ | Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
Division Fiscal Officer Date | Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

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Attachment A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

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10. **Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.**

FIR No. 10643.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMDOT Appropriation ID Number F3057, Control Number C5213057

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 6/09/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: Erin McSherry **Date:** 07/02/2025
Erin McSherry (Jul 2, 2025 11:58 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 07/02/2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation (NMDOT), regarding Appropriation ID number F3057, and NMDOT Control number C5213057 ("Grant Agreement"). The Grant Agreement makes available three hundred thousand dollars ($300,000), appropriated to acquire rights of way and to plan, design, construct, and improve pedestrian, bicycle, and drainage infrastructure on Governor Miles Road. Additionally, the State reauthorized or re-approved funding of NMDOT Control Number C5213057, and extended the expenditure period from June 30th, 2025, to June 30th, 2027.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X.B (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. The City would also not satisfy additional requirements in Attachment A of the Grant Agreement which requires the City to accept responsibility for the project and assume ownership, liability, and maintenance responsibility for all amenities related to the project. Additionally, without the adoption of this Resolution the expenditure period would not be extended from June 30th, 2025, to June 30th, 2027.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement through a separate action.

Performance and Administrative Implications:
Public Works Department staff will acquire easements and rights of way for and to plan, design, and construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles Road. Public Works staff and Finance Department staff will also administer the grant.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 24th, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, and Finance Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry, City Attorney EM

RE: Ballot question to provide for a vote of six councilors to remove or suspend the city manager, city attorney, and city clerk

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EXECUTIVE SUMMARY:

The resolution proposes to submit a ballot question to the City of Santa Fe's ("City") voters during the November 4, 2025, regular local election. The ballot question would ask voters whether or not to amend Article VI, "Governing Body", Section 6.02 of the City's Charter ("Charter") to give the governing body the authority to suspend or remove the city manager, city clerk, and/or city attorney by a vote of five councilors at a regularly scheduled meeting. Additionally, as a matter of technicality, should the voters approve the change to Article VI, Section 6.02, the amendment would also remove Section 8.04 from Article VIII, "City Manager" from the Charter because the language in this section would become duplicative.

BACKGROUND:

The process for placing a question on the ballot considers the following items:

- Section 10.02 of the City's Charter states, "This Charter may be amended or repealed as provided by law. The city attorney shall review and render and publish a pubic opinion as to the legality and form of any proposed charter amendment before it is submitted to the voters."
- State law, NMSA 1978, Section 3-15-16 states that a home rule municipality may amend its Charter "by a proposal submitted by the governing body of the municipality to the qualified electors."
- Therefore, a Resolution adopted by the Governing Body describing a proposed ballot questions is the mechanism the City uses to document its wish to submit a proposal to the electors.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Amanda Chavez

A RESOLUTION

PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION, REGARDING AMENDING ARTICLES VI, SECTION 6.02 AND VIII, SECTION 8.04 OF THE CITY'S MUNICIPAL CHARTER TO ALLOW FIVE COUNCILORS TO SUSPEND OR REMOVE THE CITY MANAGER, CITY ATTORNEY, AND CITY CLERK AT A REGULARLY SCHEDULED MEETING.

WHEREAS, pursuant to Article 5.01(E) of the City of Santa Fe's ("City's) Municipal Charter ("Charter"), the mayor appoints the city manager, city attorney and city clerk with the consent of the governing body; and

WHEREAS, pursuant to Article 5.01(G), the mayor may remove the city manager, city attorney, and the city clerk "without council approval"; and

WHEREAS, in addition to the mayor's powers described in Article 5.01(G), Article 8.04 states that a city manager may be suspended or removed by a vote of six councilors and;

WHEREAS, it is reasonable that a governing body's powers also include suspension or removal of a city attorney and/or a city clerk; and

WHEREAS, five (5) votes is a majority of the members of the governing body and should be sufficient proportion of the governing body to suspend or remove; and

WHEREAS, an amendment to the Charter's powers of the governing body, as described in Article VI, Section 6.02, as well as to a city manager's "Removal" as it is described in Article VIII, Section 8.04 is necessary to allow the governing body to remove or suspend a city attorney or a city clerk and to reduce the number of votes to remove or suspend the city manager; and

WHEREAS, the Charter states that it may be "amended or repealed as provided by law"; and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality may amend its Charter by submitting a proposal to the qualified electors; and

WHEREAS, to allow the governing body to suspend or remove a city attorney and/or a city clerk by a vote of five members, Article 6.02 of the Charter should be amended to read as follows:

6.02. - Powers and duties.

A. The governing body shall serve as the principal policy maker of the city, and shall, as necessary, amend existing policies that are consistent with other provisions of the Charter. The governing body shall consider the legislative agenda put forth by the mayor and propose amendments to existing policies and propose new policies.

B. All legislative powers of the city shall be vested in the governing body, except as otherwise required by law or this Charter. The governing body shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the city by law.

C. The governing body shall by ordinance fix the annual salaries of the municipal judge and councilors and shall review those salaries not less than every four years.

D. The governing body shall by ordinance establish an independent salary review commission whose sole purpose shall be to review and set the mayor's salary. The independent salary review commission shall review the mayor's salary no less than every four years.

E. The governing body shall by ordinance set a policy for reimbursement of the actual and necessary expenses incurred by the mayor, the municipal judge and city councilors.

F. The governing body shall consider and take action throughout the year on the mayor's legislative agenda.

G. The governing body may suspend or remove the city manager, city attorney, and/or city clerk by a vote of five councilors during a regularly scheduled meeting.

WHEREAS, should the amendment above be made to Article VI, Section 6.02 of the Charter, the contents of Article VIII, Section 8.04 would become duplicative and therefore should be removed as a technical change and as shown below:

~~**[8.04. - Removal.**~~

~~The city manager may be suspended or removed:~~

~~A. By the mayor; or~~

~~B. By a vote of six councilors at a regularly scheduled meeting.~~]

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that wish to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following question shall be placed on the ballot during the regular, local election on November 4, 2025:

AUTHORITY FOR FIVE COUNCILORS TO SUSPEND OR REMOVE THE CITY MANAGER, CITY ATTORNEY, AND/OR CITY CLERK.

Should Article VI, Section 6.02 the Santa Fe Municipal Charter be amended to provide that five councilors may suspend or remove the city manager, city attorney, and/or city clerk during a regularly scheduled meeting?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Santa Fe County Clerk no later than August 26, 2025.

BE IT FURTHER RESOLVED that if the voters approve the above ballot question, then the City's Charter shall be amended as follows:

6.02. - Powers and duties.

A. The governing body shall serve as the principal policy maker of the city, and shall, as necessary, amend existing policies that are consistent with other provisions of the Charter. The governing body shall consider the legislative agenda put forth by the mayor and propose amendments to existing policies and propose new policies.

B. All legislative powers of the city shall be vested in the governing body, except as otherwise required by law or this Charter. The governing body shall provide for the exercise of its powers and for the performance of all

duties and obligations imposed on the city by law.

C. The governing body shall by ordinance fix the annual salaries of the municipal judge and councilors and shall review those salaries not less than every four years.

D. The governing body shall by ordinance establish an independent salary review commission whose sole purpose shall be to review and set the mayor's salary. The independent salary review commission shall review the mayor's salary no less than every four years.

E. The governing body shall by ordinance set a policy for reimbursement of the actual and necessary expenses incurred by the mayor, the municipal judge and city councilors.

F. The governing body shall consider and take action throughout the year on the mayor's legislative agenda.

G. The governing body may suspend or remove the city manager, city attorney, and/or city clerk by a vote of five councilors during a regularly scheduled meeting.

~~**[8.04. Removal.**~~

~~The city manager may be suspended or removed:~~

~~A. By the mayor; or~~

~~B. By a vote of six councilors at a regularly scheduled meeting.~~]

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 3, 2025 14:42 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Ballot question for majority vote to remove city manager, city attorney, and city clerk

FIR No. 10695

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Ballot question to provide five councilors to remove or suspend the city manager, city attorney, and/or city clerk

Sponsor(s): Councilors Pilar Faulkner and Amanda Chavez

Reviewing Department(s): City Attorney's Office; City Clerk's Office

Staff Completing FIR: Marci Eannarino; Legislation and Policy Innovation Manager

Date: 06/24/2025 **Phone:** 505-955-6518

Reviewed by City Attorney: Erin McSherry **Date:** 07/03/2025
Erin McSherry (Jul 3, 2025 14:42 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 07/03/2025

Summary:
The resolution proposes to submit a ballot question to the City of Santa Fe's ("City") voters during the November 4, 2025, regular local election. The ballot question would ask voters whether or not to amend Article VI, "Governing Body", Section 6.02 of the City's Charter ("Charter") to give the governing body the authority to suspend or remove the city manager, city clerk, and/or city attorney by a vote of five councilors at a regularly scheduled meeting. Additionally, as a matter of technicality, should the voters approve the change to Article VI, Section 6.02, the amendment would also remove Section 8.04 from Article VIII, "City Manager" of the Charter because the language in this section would become duplicative.

Departments Affected:
Governing Body; City Manager; City Attorney; City Clerk

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the proposed ballot measure will not be added to the ballot for the general election on November 4, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This Resolution would require the City Clerk to present the ballot question to the Santa Fe County Clerk no later than August 26, 2025.

Fiscal Implications:
None.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Marci Annarino

Email: maeannarino@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 3, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan Hook, Water Resources Coordinator AGH

Via: Jesse Roach, Interim Public Utilities Director JR

RE: Water Trust Board Project No. WPF-6315, Funding of $2,000,000 for San Juan-Chama Return Pipeline Project

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EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $800,000 as well as a grant of $1,200,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe (City), New Mexico. The total amount, $2,000,000, would finance the cost of designing a new pipeline and pumps to reclaim treated effluent water derived from the San Juan-Chama Project water for reuse via return flow credits and increased diversions at the Buckman Direct Diversion intake. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978, § 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City.

BACKGROUND: The design for the proposed new San Juan-Chama Return Pipeline Project and pumps to return San Juan-Chama Project source effluent water for reuse via return flow credits and increased diversions is for the purpose of adding resiliency to Santa Fe's regional water supply, which is threatened by drought, climate change and wildfire.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-15

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE: AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $2,000,000, INCLUDING A LOAN IN THE AMOUNT OF $800,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING A NEW PIPELINE AND PUMP TO RETURN SAN JUAN-CHAMA PROJECT SOURCE EFFLUENT WATER FOR REUSE VIA RETURN FLOW CREDITS AND INCREASED DIVERSIONS, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER

underscored material = new [~~bracketed material~~] = delete

FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority ("NMFA") and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project

may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof ; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid."Act" means the general laws of the State, particularly the Water Project FinanceAct, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $3,440,053.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement,by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council and the mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than $1,200,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the

Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $800,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than $2,000,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the

Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established

pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is necessary to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will

utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $1,200,000 and borrowing the Loan Amount of $800,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance

was adopted. The Grant shall be in the amount of $1,200,000 and the Loan shall be in the amount of $800,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to the creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been

completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that

the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 18, 2025 12:54 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/2025-15/WPF 6316 $2,000,000 for SJC Return Flow Project

Attachment A

$2,000,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

August 8, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated August 8, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $800,000 from the Lender/Grantor and to accept a grant in the amount of $1,200,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2023 and January 22, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $3,440,053.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,200,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $800,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,000,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on June 25, 2025, authorizing the acceptance of the Loan/Grant, approving this

Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient

to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the Project or System designed during its Useful Life; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be conducted and completed and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the

Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project will be conducted and completed; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated

during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Project shall be designed to have a structural and material design life of the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2025 and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody

and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee

hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2025, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Peter Franklin
Peter Franklin (Jun 12, 2025 17:05 MDT)

PETER L. FRANKLIN, BOND COUNSEL TO THE CITY OF SANTA FE

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT "A"

TERM SHEET

$2,000,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of designing a new pipeline and pump to return San Juan-Chama Project source effluent water for reuse via return flow credits and increased diversions, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$1,200,000
Loan Amount:	$800,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696, NMED Loan CWSRF 140
Outstanding Parity Obligations:	WPF-6316
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted June 25, 2025
Additional Funding Amount:	$3,440,053
Closing Date:	August 8, 2025

Project Account Amount: $2,000,000

Expense Account Deposit: $0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2027 and ending June 1, 2046. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $2,000,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6315 Closing Date: August 8, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Santa Fe **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6315 **Project Name**: San Juan-Chama return pipeline **Project Type**: Design

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan 40% Grant 60% Match $3,440,053

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $2,000,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6315

Closing Date: August 8, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. _____ adopted by the Borrower/Grantee on June 25, 2025

2. Ordinance No. _____ adopted on June 25, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate (to be executed prior to construction funding)

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

Loan Agreement WPF-6315

Final Audit Report 2025-06-12

Created:	2025-06-12
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASWOnerbCoHcomVpThek7MjplWK4IG3Cj

"Loan Agreement WPF-6315" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-12 - 11:03:34 PM GMT- IP address: 63.232.20.2

Document emailed to pfranklin@modrall.com for signature
2025-06-12 - 11:04:16 PM GMT

Email viewed by pfranklin@modrall.com
2025-06-12 - 11:04:46 PM GMT- IP address: 140.82.170.66

Signer pfranklin@modrall.com entered name at signing as Peter Franklin
2025-06-12 - 11:05:18 PM GMT- IP address: 140.82.170.66

Document e-signed by Peter Franklin (pfranklin@modrall.com)
Signature Date: 2025-06-12 - 11:05:20 PM GMT - Time Source: server- IP address: 140.82.170.66

Agreement completed.
2025-06-12 - 11:05:20 PM GMT

FIR No. 10688

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): New Mexico Finance Authority Funding of $2,000,000 for San Juan Return Pipeline Project

Sponsor(s): Councilors Amanda Chavez and Carol Romero-Wirth

Reviewing Department(s): _____

Staff Completing FIR: Alan Hook, Water Resources Coordinator

Date: 6/3/2025 **Phone:** (505) 955-4205

Reviewed by City Attorney: Erin McSherry **Date:** 06/18/2025
Erin McSherry (Jun 18, 2025 12:54 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 06/18/2025

Summary:
The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $800,000 as well as a grant of $1,200,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe (City), New Mexico. The total amount, $2,000,000, would finance the cost of designing a new pipeline and pumps to reclaim treated effluent water derived from San Juan-Chama Project water for reuse via return flow credits and increased diversions at the Buckman Direct Diversion intake. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). As regards the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize funds for a total of two million dollars ($2,000,000) in the form of a loan of eight-hundred thousand dollars ($800,000) and a grant of one million, two-hundred thousand dollars ($1,200,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Not at this time.

Performance and Administrative Implications:
Water Division staff will immediately submit contractor invoices for reimbursement toward design of the San Juan-Chama Return Pipeline Project. Staff will also be required to submit quarterly compliance reports on the progress of the final completion of the project within two years.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of two million dollars ($2,000,000) for the purpose of designing a new pipeline and pumps to return reclaimed, treated effluent water derived from San Juan-Chama Project water for reuse via return flow credits and increased diversions at the Buckman Direct Diversion intake. These funds take the form of two agreements—a loan for eight hundred thousand dollars ($800,000) and a grant for one million, two-hundred thousand dollars ($1,200,000). The loan portion of the agreement is to be paid back within twenty years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$					
Capital Outlay	$	$	$				
Contractual/ Professional Services	$2,000,000	$	$		NR	505	
Operating	$	$	$41,058.30		R		$
Total:	$2,000,000	$					$

Expenditure Narrative:

The City will spend both portions of the agreement—the grant portion will be one million two hundred thousand dollars ($1,200,000), while the loan portion will be eight hundred thousand dollars ($800,000), with a grand total of two million dollars ($2,000,000). The payment to the contractor will occur in FY2025 for expenditures that occurred after the award letter, dated August 30, 2024. According to Exhibit B, which is included in Attachment A of the resolution, the loan repayment begins June 1, 2027, and will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $800,000 portion of the loan debt. The interest expenditure on the $800,000 loan will be in the total amount of $21,166 by FYE 2046.

Revenue/Loan Proceeds

Revenue/Loan Proceeds	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise- Grant	$ 1,200,000	$	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		

Other- Loan Proceeds	$ 800,000	$	$		
Total	$2,000,000	$	$		

Revenue Narrative:

Should the Governing Body adopt this bill, the City will receive one million two-hundred thousand dollars ($1,200,000) grant funding and eight hundred thousand dollars ($800,000) in loan funding for a total of two million dollars ($2,000,000) to support water project funds toward the Nichols Dam Repair Project. Loan proceeds are borrowed funds that must be repaid and are therefore not revenue. The anticipated receipt of the full $2,00,000 including both the grant funding and the loan proceeds is shown here to illustrate the effect of the transaction in generating cash.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: aghook@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 15, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Emily K. Oster, Finance Director EKO

Via: Mark Scott, City Manager MS
MS

RE: General Obligation Bond Parameters

EXECUTIVE SUMMARY:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes.

The proposed bond sale was approved at the General Election held November 5, 2024 with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City.

The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Interest expense of $593,750 for FY 2026 and $1,187,500 for FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in 2031. Estimated interest expense for the full 20-year term of the bonds is approximately $17,500,000.

Approval of the proposed bill would provide the funding necessary to allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve City of Santa Fe roads and streets.

ATTACHMENTS:
Bill
FIR
Memo Attachment - Memo to City re. GO Bond Parameters Ordinance

MEMORANDUM

From: Peter Franklin, Modrall Sperling
Bond Counsel to the City of Santa Fe

To: Governing Body of the City of Santa Fe

Through: Emily K. Oster, Finance Director

Subject: Bond Parameters Ordinance authorizing the issuance of General Obligation Bonds approved at the General Election held on November 5, 2024

Date: May ___, 2025

1. Background.

The Governing Body of the City adopted Resolution No. __ on [August 14, 2024] pursuant to which it submitted the following question to be placed on the ballot at the election to be held on November 5, 2024 (the "Election"): "Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from property taxes to construct, design, equip, and improve roads and streets within the City?" At that election, a majority of the electors of the City voted in favor of the question.

Article IX, Section 12 of the Constitution of the State provides that "no city, town or village shall contract any debt except by ordinance… . " The attached ordinance authorizes the issuance and sale of the general obligation bonds approved at the Election (the "Series 2025 Bonds" or the "Bonds") by either a competitive or negotiated sale, subject to specified parameters, each as described below. The Ordinance delegates authority to the City Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The section and subsection references below refer to the corresponding sections and subsections of the Ordinance unless otherwise indicated.

2. The Ordinance.

A. Sale of the Bonds by either competitive sale or negotiated sale.

1. Competitive Sale. Section 1 authorizes the sale of the Bonds either by a competitive sale pursuant to a Notice of Sale of the Bonds to be published in the *Santa Fe New Mexican* and by other methods, including publication in financial periodicals and distribution among investment bankers of a Preliminary Official Statement in the form included with the Ordinance. Section 2 approves the forms of the Notice of Bond Sale for newspaper publication (Ordinance Exhibit A-1), and the Official Notice of Bond Sale (Ordinance Exhibit A-2) and appended to the Preliminary Official Statement.

2. Negotiated Sale. Subsection B of Section 1 provides that if, due to market conditions, the Finance Director, in consultation with the City's Municipal Advisor and Bond Counsel, deems it advisable that the Bonds be sold in a negotiated sale to an underwriter or underwriting group (the "Underwriter"), the Finance Director shall coordinate for the selection of an Underwriter and the negotiated sale of the Bonds to the Underwriter pursuant to a bond purchase agreement.

B. Delegation of authority to the Finance Director to determine final terms of the Bonds within specified parameters.

Section 3 provides for the Finance Director to execute an Award Certificate setting forth the final terms of the Bonds, which must meet the parameters and conditions listed below:

(A) The aggregate principal amount of the bonds shall not exceed $25,000,000;
(B) The net effective interest rate on the Bonds shall not exceed 10% per annum;
(C) The final maturity of the Bonds shall not be later than August 1, 2045;
(D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and
(E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

C. Summary of the other provisions of the Ordinance.

Section 4 specifies that the Bonds will be dated the date of delivery, will issued in a single series, and in denominations of $5,000 or integral multiples thereof; provides for the payment of interest beginning on February 1, 2026, and on each February and August thereafter, and shall mature on August 1 in the years 2030 through 2045; provides details regarding the registration and payment of debt service on the Bonds; provides for redemption of the Bonds maturing on and after August 1, 2036 may be redeemed at the option of the City in whole or in part on and after August 1, 2035.

Section 5 provides that the Bonds constitute general obligations of the City, payable from *ad valorem* property taxes, and that the full faith and credit of the City is irrevocably pledged to pay the principal of and interest on the Bonds.

Sections 6 through 9 provide details concerning the execution and authentication of the Bonds, the issuance and registration of the Bonds with the Depository Trust Company (the "Depository"), the payment of principal and interest on the Bonds by the Registrar/Paying Agent to the Depository, approves a form of Registrar/Paying Agent agreement with BOKF, NA and provides for the appointment of a successor Registrar/Paying agent under certain conditions. BOKF, NA has served as Registrar and Paying Agent under a separate agreement with the City for each series of publicly marketed bonds issued by the City, beginning with the City's $32,725,000 Gross Receipts Tax Improvement and Refunding Revenue Bonds, Series 2012A. Each agreement was procured as a small purchase, based on the compensation to be paid by the City ranging from $175 to $300 as an acceptance fee, and an annual fee ranging from $225 to $300, payable during the term of the bond series corresponding to each agreement. Pursuant to the Registrar/Paying Agent Agreement proposed in connection with the Series 2025 Bonds, the acceptance fee is $300 and the annual fee is $300.

Section 10 provides the form of the Bonds.

Section 11 provides for the delivery of the Bonds to the lawful purchaser identified in the Award Certificate.

Section 12 provides for the annual levy of *ad valorem* property taxes sufficient to pay debt service on the Bonds at the time it is due, and for the taxes to be kept by the City in its interest and sinking fund, to be used solely for the purpose of paying debt service on the Bonds.

Section 13 authorizes the Mayor, City Clerk, City Manager, Finance Director and other officers and employees of the City to take all action necessary or appropriate to effectuate the provisions of the Ordinance, including the distribution of the Official Notice of Bond Sale, the preparation and distribution of the Preliminary Official Statement, the delivery of closing certificates and a continuing disclosure agreement.

Section 14 provides that the City will restrict the use of proceeds of the Bonds, will apply the proceeds to governmental purpose of the Bonds, and will comply with the other applicable federal requirements, so as to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 15 provides that Bonds will be deemed to be paid and no longer outstanding ("Defeased") when the City has provided for the payment of the principal of and accrued interest on such Bonds by irrevocably depositing money or government securities sufficient to pay the principal and interest on such Bonds when due, and that Defeased Bonds shall no longer be secured by the *ad valorem* property taxes levied for payment of the Bonds.

Section 16 provides that the City may invest proceeds of the Bonds as permitted by law and federal requirements applicable to the tax-exempt status of the Bonds.

Section 17 provides that, after the Bonds have been issued, the Ordinance shall constitute a contract between the City and holders of the Bonds while they are outstanding.

Sections 18 provides that the invalidity or unenforceability of any provision of the Ordinance shall not affect the validity or enforceability of its remaining provisions.

Section 19 provides that all action inconsistent with the Ordinance are repealed to the extent of such inconsistency.

Sections 20 and 21 provide for recordation of the Ordinance, publication of a notice of its adoption in a newspaper of general circulation in the City, and the form of such notice.

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

By:_____
Peter Franklin,
Shareholder/Attorney

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe, New Mexico (the "City"), met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico on the ____ day of _____, 2025, at the hour of_____. Upon roll call, the following members were found to be present:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT: _____

_____

_____

ALSO PRESENT: _____

Thereupon, there was officially filed with the Clerk a copy of a proposed ordinance in final form.

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2025-14

ADOPTION OF ORDINANCE NO. 2025-____

Authorizing issuance and sale of General Obligation Improvement Bonds, Series 2025 in

a principal amount of $25,000,000.

CITY OF SANTA FE, NEW MEXICO

COUNCIL BILL NO. 2025-14

ORDINANCE NO. _____

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-14

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth

A BILL

AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND

underscored material = new [~~bracketed material~~] = delete

AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Ordinance unless the context requires otherwise.

WHEREAS, the City is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico; and

WHEREAS, at a general obligation bond election duly called and held for the City of Santa Fe, State of New Mexico, (the "City") on November 5, 2024 (the "Election"), the electors of the City authorized the Governing Body of the City (the "Governing Body") to contract bonded indebtedness on behalf of the City and upon the credit thereof by issuing general obligation bonds of the City to secure funds for the following purposes in the following amounts:

Purpose	Amount Authorized at Election	Amount Previously Issued
Shall the City of Santa Fe issue up to $25,000,000 in general obligation bonds payable from general (*ad valorem*) taxes to acquire, construct, design, equip and improve road and street improvements within the City?"	$25,000,000	-0-

WHEREAS, the Governing Body has determined, and does hereby determine, that it is necessary and in the best interest of the City and the inhabitants thereof that $25,000,000 in principal amount of the general obligation bonds authorized at the election (the "Bonds") be issued at this time, and costs of issuance allocated to the Bonds shall be payable from proceeds thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1.

A. The Mayor and the City Clerk are authorized and directed to cause to be published a notice of sale of the Bonds in the form set forth below in Section 2, for the purposes and in the amount described above, in the *Santa Fe New Mexican,* a newspaper of general circulation in the City, at least one week prior to the date of sale, and the City Manager or Finance Director of the City (the "Finance Director") are each hereby authorized and directed to cause such other notice of the bond sale to be given as either of them shall determine, including the publication of the notice in financial papers and periodicals and the distribution among investment bankers and others of a Preliminary Official Statement relating to the Bonds. The form of Preliminary Official Statement relating to the Bonds, substantially as presented in connection with this Ordinance, is hereby approved.

B. If, due to market conditions, the Finance Director, in consultation with the Municipal Advisor to the City (the "Municipal Advisor") and Bond Counsel to the City ("Bond Counsel"), deems it advisable that the Bonds be sold in a negotiated sale with an underwriter or underwriting group (collectively, the "Underwriter"), the Finance Director is hereby authorized to coordinate with the Municipal Advisor and Bond Counsel for selection of an Underwriter and the negotiated sale of the Bonds.

Section 2.

A. The notice of sale of the Bonds shall be published in substantially the form attached to this Ordinance as Exhibit A-1.

B. The Official Notice of Bond Sale shall be in substantially the form attached to this Ordinance as Exhibit A-2.

C. Subject to the provisions of Section 1(B) above, the Finance Director shall

determine the date on which the competitive sale of the Bonds shall occur, in consultation with the Municipal Advisor to the City, and the notice of sale of the Bonds and the Official Notice of Bond Sale shall include such date.

Section 3. Pursuant to NMSA 1978, Section 6-14-10.2 , the City Finance Director is hereby delegated authority to (i) accept one or more binding bids and select the Purchaser or Purchasers of the Bonds, or (ii) in the event that the Finance Director has determined, pursuant to Section 1(B) above, that the Bonds will be sold in a negotiated sale, to execute and deliver a bond purchase agreement reflecting such final terms. In either case the final terms of the Bonds shall be set forth in an award certificate (the "Award Certificate") executed by the Finance Director, and shall be subject to the following parameters and conditions:

A. The Bonds shall be issued in an aggregate principal amount not to exceed $25,000,000 for the purposes set forth above.

B. The net effective interest rate on the Bonds shall not exceed 10% per annum.

C. The final maturity of the Bonds shall not be later than August 1, 2045.

D. The Bonds shall be sold for not less than par and not more than 115% of par.

E. The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Section 4.

A. The Bonds shall be dated the date of their delivery (herein the "Series Date"), will be issued in one series, and shall consist of bonds numbered consecutively from R-1 upward, issuable in the denomination of $5,000 each or integral multiples thereof (provided that no individual bond will be issued for more than one maturity); shall bear interest from the Series Date to maturity at the rates per annum set forth in the Award Certificate, payable to the registered

owner thereof, or registered assigns, semiannually on February 1 and August 1 each year in which the Bonds are outstanding, commencing February 1, 2026, and shall mature on August 1 in the years 2030 through 2045, as set forth in the Official Notice of Bond Sale.

B. Bonds which are reissued upon transfer, exchange, or other replacement shall bear interest from the most recent interest payment date to which interest has been fully paid or provided for in full or, if no interest has been paid, from the Series Date.

C. The principal of and interest on the Bonds due at maturity shall be payable to the registered owner thereof, as shown on the registration books kept by BOKF, NA as the registrar/paying agent (the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month preceding the interest payment date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and

shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

D. Except as may otherwise be provided in the Award Certificate, the Bonds maturing on and after August 1, 2036 shall be subject to prior redemption at the option of the City, in one or more units of principal of $5,000 on and after August 1, 2035 in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date ("Optional Redemption"). Optional Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

E. Notice of Optional Redemption and, if applicable, mandatory sinking fund redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not

affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. The notice will specify the number or numbers and maturity date or dates of the Bonds to be redeemed (if less than all are to be redeemed) the principal amount of any Bond to be redeemed in part, the date fixed for redemption, and that on such redemption date there will become and be due and payable upon each Bond or part thereof to be redeemed, at the office of the Registrar/Paying Agent, the principal amount thereof to be redeemed plus accrued interest, if any, to the redemption date; and that from and after such date interest will cease to accrue on the principal amount redeemed. Such notice may be a conditional notice of redemption and the amount of money required to redeem the Bonds called for redemption need not be on deposit with the Registrar/Paying Agent at the time notice of redemption is given. If notice is given in the manner provided above, the Bond or Bonds or part thereof called for redemption will become due and payable on the redemption date designated and, if an amount of money sufficient to redeem all Bonds called for redemption is on deposit with the Registrar/Paying Agent on the redemption date, the Bonds or part thereof to be redeemed shall be deemed to be not outstanding and will cease to bear or accrue interest from and after such redemption date. Upon presentation of a Bond to be redeemed at the office of the Registrar/Paying Agent on or after the redemption date, the Registrar/Paying Agent will pay such Bond, or portion thereof called for redemption.

Section 5. The Bonds shall constitute the general obligation bonds of the City, payable from general *ad valorem* property taxes in amounts sufficient to meet the semi-annual payments of interest and annual payments of principal on the Bonds maturing in each year. The full faith and credit of the City shall be, and hereby is, irrevocably pledged to the payment of the principal of and interest on the Bonds.

Section 6. The Bonds shall bear the manual or facsimile signature of the Mayor and shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar/Paying Agent. The

Bonds bearing the signatures or facsimile signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that, before the delivery of the Bonds and payment therefor, or before the issuance thereof upon transfer or exchange, any or all of the persons whose signatures appear on the Bonds shall have ceased to fill their respective offices. The Mayor and the City Clerk shall, by the execution of a signature certificate pertaining to the Bonds, adopt as and for their respective signatures the facsimiles thereof appearing on the Bonds; and, at the time of the execution of the signature certificate, the Mayor and City Clerk may each adopt as and for his or her facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon any of the Bonds. If required for execution of the Bonds, the Mayor and the City Clerk, pursuant to NMSA 1978, Sections 6-9-1 to -6 , shall each forthwith file his or her manual signature, certified by him or her under oath, with the Secretary of State of New Mexico, provided that such filing shall not be necessary for any officer where any previous filing shall have application to the Bonds.

No Bond shall be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar/Paying Agent. The Registrar/Paying Agent's certificate of authentication shall be deemed to have been duly executed by it if signed by an authorized officer of the Registrar/Paying Agent, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7.

A. Books for the registration and transfer of the Bonds shall be kept by the Registrar/Paying Agent, which is hereby appointed by the City as registrar and as paying agent for the Bonds, pursuant to the terms of the Registrar/Paying Agent Agreement, the form of which was presented to Governing Body in connection with this Ordinance, which is hereby approved. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly

endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

B. The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes, except as may otherwise be provided with respect to payment of overdue interest as is otherwise provided in this Ordinance; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

C. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying

Agent shall, upon receipt of the mutilated Bond and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

D. The officers of the City are authorized to deliver to the Registrar/Paying Agent fully executed but unauthenticated Bonds in such quantities as may be convenient to be held in custody by the Registrar/Paying Agent pending use as herein provided.

E. Whenever any Bond shall be surrendered to the Registrar/Paying Agent upon payment thereof, or to the Registrar/Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly cancelled by the Registrar/Paying Agent, and counterparts of a certificate of such cancellation shall be furnished by the Registrar/Paying Agent to the City.

F. Notwithstanding the above provisions of this Section, the Bonds may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of bond certificates made to the public, with the Depository Trust Company of New York, New York (the "Depository"), acting as securities depository for the Bonds. A single certificate for each maturity date of the Bonds issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants (the "Participants"). As a condition to delivery of the Bonds in book-entry form, the Purchaser will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Bond certificates with the Depository, registered in the name of the Depository or its nominee. Principal, premium, if any, and interest will be paid to the Depository or its nominee as

the registered owner of the Bonds. The transfer of principal, premium, if any, and interest payments to Participants will be the responsibility of the Depository; the transfer of principal, premium, if any, and interest payments to the beneficial owners of the Bonds (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The City will not be responsible or liable for maintaining, supervising, or reviewing the records maintained by the Depository, Participants, or Indirect Participants.

If (i) the Bonds are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Bonds, or (iii) the City determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the City or the Beneficial Owners, the City will either identify another similar depository to perform such functions or certificates for the Bonds will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Bonds and registration of those Bonds in the Beneficial Owners' or nominees' names, will become the owners of the Bonds for all purposes. In that event, the City shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants, and Beneficial Owners of the substitute Depository or the issuance of bond certificates to Beneficial Owners or their nominees, as applicable.

Officers of the City, including the City Manager and Finance Division Director, are authorized to sign agreements with the Depository relating to the matters set forth in this Section; provided, however, that any such agreements must be approved as to form by the City Attorney or the City Attorney's designee.

Notwithstanding any other provision of this Ordinance, so long as all of the Bonds are registered in the name of the Depository or its nominee, all payments of principal, premium, if any, and interest on the Bonds, and all notices with respect to the Bonds, shall be made and given

by the Registrar/Paying Agent to the Depository as provided in this Ordinance and by the Depository to its Participants or Indirect Participants in the manner provided in an agreement or letter of the City to the Depository.

Section 8. The form of agreement with BOKF, NA for Registrar/Paying Agent services is hereby approved, and shall be executed and delivered by the Mayor in substantially the form presented in connection with this Ordinance, with such modifications as may be necessary or convenient to carry out the provisions of this Ordinance. If the Registrar/Paying Agent initially appointed hereunder shall resign, or if the City shall reasonably determine that the Registrar/Paying Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each registered owner of the Bonds at the address last shown on the registration books, appoint a successor Registrar/Paying Agent. Every such successor Registrar/Paying Agent shall be a bank or trust company located in and in good standing in the United States and having a shareholder equity (e.g., capital stock, surplus and undivided profits), however denominated, of not less than $10,000,000.

Section 9. Subject to the registration provisions hereof, the Bonds hereby authorized shall be fully negotiable and shall have all the qualities of negotiable paper, and the registered owner or owners thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code.

Section 10. The Bonds shall be in substantially the following form:

[Form of Bond]

REGISTERED REGISTERED

NO. _____ $_____

UNITED STATES OF AMERICA

STATE OF NEW MEXICO

CITY OF SANTA FE, NEW MEXICO

GENERAL OBLIGATION IMPROVEMENT BONDS

SERIES 2025

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Interest Rate	Maturity Date	Series Date	CUSIP
_____% per annum	August 1, 20___	_____, 2025	_____

The Governing Body of the City of Santa Fe (the "City") on the faith, credit and behalf of the City, for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1 and August 1 of each year (the "Interest Payment Date") from the Series Date to its maturity, commencing on February 1, 2026. The principal of the bonds of the series of which this is one (the "Bonds") and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as registrar/paying agent (together with any successor thereto, the "Registrar/Paying Agent") for the Bonds, upon maturity and upon presentation and surrender thereof at the principal office of the Registrar/Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate borne by the Bond until the principal thereof is paid in full. Payment of interest on the Bonds (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each

Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof as of the close of business on the Record Date (defined below) at his or her address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the 15th day of the month preceding the Interest Payment Date. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any Bond which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Bonds as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest. If the Bonds are issued in book-entry only form, an authorized officer of the City and the applicable securities depository may make other arrangements for the payments on the Bonds.

The Bonds are fully registered and are issuable in denominations of $5,000 and any integral multiple thereof (provided that no individual bond may be issued for more than one maturity).

The series of Bonds of which this bond is one is limited to the total principal amount of $25,000,000 of like tenor except as to number, denomination, maturity date, and interest

rate, issued by the City, and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: (1) acquire, construct, design, equip and improve road and street improvements within the City and pay costs of issuance of the Bonds.

The Bonds are issued under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (particularly the City Charter and Sections 6-15-11 through 6-15-22 NMSA 1978, and acts amendatory and supplemental thereto), and pursuant to the ordinance of the Governing Body authorizing the publication of a notice of sale of the Bonds and duly adopted on _____, 2025 (the "Ordinance") and the award of the Bonds by the City Finance Director to the best bidder therefore pursuant to an award certificate on _____, 2025 (the "Award Certificate" and, together with the Ordinance, , the "Bond Ordinance").

The Bonds maturing on and after August 1, 2036 are subject to prior redemption at the City's option in one or more units of principal of $5,000 on and after August 1, 2035, in whole or in part at any time, in such order of maturities as the City may determine, for the principal amount of each $5,000 unit of principal so redeemed plus accrued interest to the redemption date. Redemption shall be made upon prior notice mailed to each registered owner of each bond selected for redemption as shown on the registration books kept by the Registrar/Paying Agent.

Notice of Optional Redemption of the Bonds will be given by the Registrar/Paying Agent by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the address shown as of the fifth day prior to the mailing of notice on the registration books by the Registrar/Paying Agent. The City shall give the Registrar/Paying Agent notice of the Bonds to be called for redemption at least 15 days prior to the date that the Registrar/Paying Agent is required to give owners notice of redemption, which notice shall specify the Bonds and the principal amount to be called for redemption and the applicable redemption

dates. The Registrar/Paying Agent's failure to give such notice to the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given.

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be transferred, in the name of the transferee or transferees, a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver, not more than three business days after receipt of the Bond to be exchanged, a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any Bond shall be registered on the registration books kept by the Registrar/Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of overdue interest; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered

owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated Bond and such evidence, information, or indemnity relating thereto as the Registrar/Paying Agent may reasonably require and as may be required by law, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed, or mutilated Bond shall have matured, the Registrar/Paying Agent may pay such Bond in lieu of replacement.

For the punctual payment of the principal of and interest on this bond as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this bond, the full faith and credit of the City is hereby irrevocably pledged. The Governing Body has, by the Bond Ordinance, ordered the creation of an interest and sinking fund for the payment of the Bonds. Such fund is to be held in trust for the benefit of the owner or owners of the Bonds.

It is hereby certified, recited, and warranted that all the requirements of law have been complied with by the proper officials of the City in the issuance of this bond; that the total indebtedness of the City, including that of this bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this bond when the same become due. This bond shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the certificate of authentication hereon.

IN TESTIMONY WHEREOF, the Governing Body of the City has caused this bond to be signed and executed with the manual or facsimile signature of the Mayor and subscribed

and attested with the manual or facsimile signature of the City Clerk, all as of the Series Date.

_____

Mayor

City of Santa Fe, New Mexico

(SEAL)

Attest:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Ordinance and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Bonds.

Date of Authentication and Registration: _____

BOKF, NA,

as Registrar/Paying Agent

By:

_____

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____ whose social security or tax identification number is _____ the within bond and irrevocably constitutes and appoints_____ attorney to transfer such bond

on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Address: _____

_____

_____

Signature Guaranteed:

_____

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[End Form of Bond]

Section 11. When the Bonds have been duly executed and authenticated, they shall be delivered to the lawful purchaser thereof identified in the Award Certificate. $25,000,000 in principal amount of the Bonds are issued as Improvement Bonds and represent the first and final series of general obligation bonds approved in a maximum principal amount of $25,000,000 by the qualified electors of the City at an election held on November 5, 2024, to provide funds to: acquire, construct, design, equip, and improve roads within the City, and to pay costs of issuance of the Bonds. The purchaser of the Bonds shall in no manner be responsible for the application of or disposal by the City, or any of its officers, of any of the funds derived from the sale thereof.

Section 12. There shall be levied on all taxable property within the City, at the time and in the manner provided by law, in addition to all other taxes, direct annual *ad valorem* taxes sufficient to pay the principal of and interest accruing on the Bonds promptly as the same shall become due. This Ordinance is hereby declared to be the certificate of the Governing Body, as to the amount of taxes necessary to be levied for the purposes herein stated and said taxes shall be certified, levied, and extended upon the tax rolls and collected in the same manner, at the same

time, and subject to the same penalties and interest as general state and City taxes are certified, levied, and collected. The taxes, when collected, shall be kept by the City in the City's interest and sinking fund for the City's general obligation bonds to be used solely for the purpose of paying the principal of and interest on the City's general obligation bonds as the same become due or mature; provided that nothing herein contained shall be so construed as to prevent the application of any other funds belonging to the City and available for that purpose, to the payment of the Bonds or the interest thereon, as the same become due and upon such payment the levy or levies of tax provided for in this Section may thereupon to that extent be diminished. If the taxes herein provided for shall not be levied or collected in time to pay the interest on or principal of the Bonds as the same become due or mature, then such interest or principal shall be paid from any other funds belonging to the City, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 13. The Mayor, City Clerk, City Manager, Finance Director, and other officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation, posting and distribution of the Official Notice of Bond Sale and Official Bid Form, in substantially the forms set forth in Exhibit A-2 attached hereto, and a Preliminary Official Statement to such potential bidders on the Bonds as they may determine and to take all action necessary or appropriate to give effect to the provisions of this Ordinance, including the printing of the Bonds, the execution of letters and agreements with the Depository, the execution of the Registrar/Paying Agent Agreement with BOKF, NA in substantially the form submitted to the Governing Body in connection with this Ordinance, the printing and execution of the Official Statement relating to the Bonds, the payment of the costs of issuance of the Bonds, and such certificates as may be required by the Purchaser or bond counsel relating to, among other things, the signing of the Bonds, the tenure and identity of City officials, the receipt of the purchase

price of the Bonds from the Purchaser, the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, and the absence and existence of factors affecting the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In order to assist the Purchaser in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), at the time of delivery of the Bonds, the City will undertake, pursuant to a written continuing disclosure agreement, to provide annual financial information and notices of certain events as specified in that continuing disclosure agreement.

The Governing Body hereby approves the Continuing Disclosure Responsibilities Procedures attached to this Ordinance as Exhibit "B".

Section 14. The City covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary so that the Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Mayor, Finance Director and any other officer of the City having responsibility for the issuance of the Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and

make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, Finance Director and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 15. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") hereunder when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, upon redemption, or other) either (a) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (b) shall have been provided for on or before such due date by irrevocably depositing with or making available to a qualified depository for such payment (i) lawful money of the United States of America sufficient to make such payment or (ii) Government Obligations which mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment (as verified by a certified or registered public accountant), and when proper arrangements have been made by the City with a qualified depository for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the *ad valorem* taxes herein levied and pledged as provided in this ordinance, and such principal and interest shall be payable solely from such money or Government Obligations.

Any moneys so deposited with the qualified depository may, at the written direction of the City, also be invested and re-invested in Government Obligations, maturing in the amounts and times required to make payments when due on the Defeased Bonds, and all income from such Government Obligations received by the qualified depository which is not required for

the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City for use in accordance with law. The term "Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which may be United States Treasury Obligations, such as its State and Local Government Series, and which may be in book-entry form.

Section 16. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Governing Body and the City hereby covenant to the purchasers and the holders of the Bonds from time to time that the City will make no use of the proceeds of the Bonds or any funds reasonably expected to be used to pay the principal of or interest on the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Bonds under the Code. This covenant is for the benefit of the purchasers and the holders of the Bonds from time to time.

Section 17. After any of the Bonds have been issued, this Ordinance shall constitute a contract between the City and the holder or holders of the Bonds and shall be and remain irrepealable and unalterable until the Bonds and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 18. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 20. Upon due adoption of this Ordinance, it shall be recorded in the book of the City kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the City, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 21 below) shall be published in a newspaper which maintains an office and is of general circulation in the City, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 21. The following notice shall be published one time in a newspaper having general circulation in the City as soon as is practicable following the adoption hereof:

[Form of Notice]

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Santa Fe,

New Mexico, on the ____ day of _____, 2025, adopted an ordinance entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF SANTA FE, NEW MEXICO, TAX-EXEMPT GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025, IN THE PRINCIPAL AMOUNT OF $25,000,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE CITY, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, CERTAIN TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, AND THE METHOD OF AND SECURITY FOR PAYMENT THEREOF; DELEGATING AUTHORITY TO EACH OF THE MAYOR, CITY MANAGER AND CITY FINANCE DIRECTOR TO APPROVE A FORM OF NOTICE OF COMPETITIVE SALE OF THE BONDS

OR, IF DEEMED ADVISABLE, THE SELECTION OF UNDERWRITERS TO SELL THE BONDS IN A NEGOTIATED SALE, AND TO DETERMINE THE MATURITY DATES AND AMOUNTS, INTEREST RATES, PRICES, REDEMPTION FEATURES AND OTHER FINAL TERMS OF THE BONDS IN AN AWARD CERTIFICATE; APPROVING THE FORM OF AN AGREEMENT FOR REGISTRAR AND PAYING AGENT SERVICES TO BE PROVIDED BY BOKF, NA AND AUTHORIZING ITS EXECUTION AND DELIVERY; AND PROVIDING FOR OTHER DETAILS CONCERNING THE BONDS.

The Ordinance directs and authorizes the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds in the aggregate principal amount of up to $25,000,000; provides that the Bonds shall be issued to provide funds to acquire, construct, design, equip, and improve roads and streets within the City, and to pay costs of issuance of the Bonds; delegates authority to the City Finance Director to determine the exact principal amounts, maturity dates, interest rates, prices, and other final terms of the Bonds and to award the Bonds to the best bidder therefore pursuant to an Official Notice of Sale and an Award Certificate or, alternatively, to coordinate a negotiated sale of the Bonds to an underwriter or underwriting group; approves a form of Registrar and Paying Agent Agreement in connection with the Bonds; provides for the delivery of the Bonds; provides for levy of taxes to pay the principal of and interest on the Bonds; makes certain covenants for the benefit of the owners of the Bonds; and provides other details concerning the Bonds.

Complete copies of the Ordinance are available for public inspection during normal and regular business hours at the offices of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

DATED this ___ day of _____, 2025.

/s/

Mayor

City of Santa Fe, New Mexico

[End Form of Notice]

PASSED, APPROVED AND ADOPTED THIS ____DAY OF _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Alan Webber, Mayor

(SEAL)

Attest:

_____

Andrea Salazar, Clerk

Councilor _____then moved adoption of the foregoing Ordinance, duly seconded by Councilor _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

_____

_____

_____

Those Voting Nay: _____

_____

_____

Those Absent: _____

_____

_____

_____ (_) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CITY OF SANTA FE, NEW MEXICO

By _____

Alan Webber, Mayor

[SEAL]

ATTEST:

By_____

Andréa Salazar, Clerk

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

I, Andréa Salazar, the duly acting and qualified Clerk of the City of Santa Fe, New Mexico (the "City"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the City, had and taken at a duly called regular meeting held at the Santa Fe Municipal Offices, 200 Lincoln Avenue, Santa Fe, New Mexico, 87501, on _____, 2025 at the hour of_____, insofar as the same relate to the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Such proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at such meeting, as therein shown.

3. Notice of the _____, 2025 meeting of the Governing Body was duly given as required by the Open Meetings Act, Sections 10-15-1 through 4, NMSA 1978 and Resolution No. _____ 2025-___which is the current Resolution of the City which establishes the reasonable notice policy of the City as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

(SEAL) By _____

Andréa Salazar, Clerk

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Peter Franklin

Peter Franklin (May 22, 2025 11:55 MDT)

PETER FRANKLIN, BOND COUNSEL TO THE CITY

EXHIBIT A-1

(Form of Notice for Newspaper Publication)

NOTICE OF PUBLIC MEETING AND BOND SALE
CITY OF SANTA FE, NEW MEXICO
$25,000,000
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Finance Director of the City of Santa Fe, New Mexico (the "City"), will receive unconditional bids on _____, 2025, between 9:30 a.m. and 10:00 a.m., prevailing Mountain Time, submitted electronically through the facilities of GRANT STREET GROUP for the purchase of the City's proposed General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in an aggregate principal amount of $25,000,000. The Finance Manager will award the 2025 Bonds to the best bidder at 2 p.m., prevailing Mountain Time, on _____, 2025. The 2025 Bonds will be issued as fully registered bonds and will mature on August 1 of each year as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

Year (August 1)	Principal
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	$25,000,000

*Preliminary, subject to change.

The 2025 Bonds will be issued as fully registered bonds. The 2025 Bonds will be the general obligation of the City, payable solely out of general (*ad valorem*) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount, as provided in the Property Tax Code, for the property tax years of 2025 through 2042.

The maximum net effective interest rate on the 2025 Bonds shall not exceed ten percent (10%) per annum. Discounts shall not be permitted as part of the sale price of a series of the 2025 Bonds, in whole, although discounts may be offered on any single maturity of a series of 2025 Bonds. Interest on each Bond shall be evidenced until maturity by only one interest rate.

Interest on the 2025 Bonds will be payable on February 1 and August 1 in each year while the 2025 Bonds are outstanding, beginning February 1, 2026. The 2025 Bonds will bear interest until maturity from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the date of the 2025 Bonds.

Each bid shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided therein and in the Official Notice of Bond Sale. Each bidder is required to submit an unconditional electronic bid for the 2025 Bonds.

Each bid must be submitted electronically through the facilities of GRANT STREET GROUP. THE CITY WILL NOT ACCEPT TELEPHONE, FACSIMILE OR HAND-DELIVERED BIDS. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, GRANT STREET GROUP, the use of such facilities being at the sole risk of the bidder.

This Notice is not a disclosure document, and it is not the Official Notice of Bond Sale. Prior to submitting a bid to the City for the 2025 Bonds, a full review should be made of the Official Notice of Bond Sale and the entire Preliminary Official Statement ("Preliminary Official Statement") for the 2025 Bonds. The offering of 2025 Bonds to potential investors is made only by means of the Preliminary Official Statement.

Copies of the Official Notice of Bond Sale, the Preliminary Official Statement and the Required Bid Form are available for viewing in electronic format at www.grantstreet.com or may be obtained upon request from George Williford, Managing Director, Hilltop Securities Inc., 717 N. Harwood St. Suite 3400, Dallas, Texas 75201 Phone: (214) 953-8705.

Further information relating to the City and the 2025 Bonds will be contained in the Preliminary Official Statement, which will be "deemed final" by the City at its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except with respect to offering prices, interest rates, identity of the underwriter, selling compensation, delivery date, or other terms required to be specified in the bids, ratings, and other terms depending on such matters.

The validity and enforceability of the 2025 Bonds will be approved by Modrall Sperling Roehl Harris and Sisk, P.A., 500 Fourth Street NW, Suite 1000, Albuquerque, New Mexico 87102.

DATED this _____day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

By: _____/s/_____
Mayor

ATTEST:

By: _____/s/_____
City Clerk

(End of Form of Notice for Publicatio

EXHIBIT A-2

(Form of Official Notice of Bond Sale)

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of $1/20^{th}$ or $1/8^{th}$ percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City.

To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the

City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the

right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds

to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the

initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM

(Re: Official Notice of Bond Sale dated _____, 2025)

City of Santa Fe, New Mexico
c/o
George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com | HilltopSecurities.com

Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Official Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Finance Director

[2025 Bonds Official Bid Form]

EXHIBIT A
[to 2025 Bonds Official Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public)

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE A

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE
SCHEDULE B

PRICING WIRES

(to be attached)

EXHIBIT B
Continuing Disclosure Procedures

CONTINUING DISCLOSURE RESPONSIBILITIES OF CITY OF SANTA FE,
NEW MEXICO IN CONNECTION WITH MUNICIPAL BONDS ISSUED BY THE CITY

The City of Santa Fe, New Mexico (the "City") has entered into continuing disclosure undertakings (each a "CDU") pursuant to SEC Rule 15c2-12 in connection with general obligation bonds and revenue bonds issued by the City. The CDUs typically require:

- That the City disclose certain types of "Annual Financial Information" on an annual basis (typically by providing a copy of the City's audited financial statements for the most recently completed fiscal year); and
- That "Event Information" be reported within 10 business days after the occurrence of specific types of events which could affect the City's Bonds.

"Annual Financial Information," "Audited Financial Statements" and "Event Information" are terms defined in each CDU. Copies of the CDUs for the City's outstanding bonds are included in the bond transcript for each series of bonds and are also available upon request from the City's bond counsel.

Currently, any disclosure required by the CDUs is made by electronically posting the information on the Electronic Municipal Market Access website, known as "EMMA." The matrix appearing below identifies both the periodic and non-routine tasks required for compliance with the City's CDUs, and the City officials and consultants to which those responsibilities are nonexclusively assigned (each a "Responsible Officer"). Such Responsible Officers are authorized to delegate assigned tasks to persons they shall designate; provided, that such designation shall be in writing and shall be approved or ratified by the Governing Body of the City, as the case may be.

Frequency	Task	Bond Counsel	Financial Advisor	City Finance Director	City Manager
	CONTINUING DISCLOSURE				
At least every 4yrs	Retain or identify Dissemination Agent			x	x
Specified by contract	Payment of Dissemination Agent			x	x
Annually	Provide Annual Financial Information per CDU; verify filing		x	x	x
As needed	Event Reporting	x	x	x	x

As needed	Conference to discuss status of outstanding bonds	x	x	x	x

FIR No. 10679

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): General Obligation Bond Parameters

Sponsor(s): Mayor Alan Webber and Councilor Romero-Wirth

Reviewing Department(s): Finance Department

Staff Completing FIR: Emily K. Oster **Date:** 5/13/2025 **Phone:** 505-629-3411

Reviewed by City Attorney: Erin McSherry **Date:** 05/22/2025

Erin McSherry (May 22, 2025 12:08 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/22/2025

Summary:

The proposed bill would authorize the issuance and sale of up to $25,000,000 of City of Santa Fe ("City"), tax-exempt general obligation bonds payable from ad valorem property taxes. The proposed bond sale was approved at the General Election held November 5, 2024, with 34,469 "yes" votes, which was over 84% of total votes. As stated in the ballot question, the bond proceeds would be used to construct, design, equip, and improve roads and streets within the City. The bonds would be sold by either competitive sale or negotiated sale. The proposed bill delegates authority to the City's Finance Director to either accept the best bid for the Bonds if sold by competitive sale or, if the Bonds are sold in a negotiated sale to an underwriter, to execute a certificate and bond purchase agreement establishing the final terms of the Bonds. The proposed bill also authorizes the Finance Director to determine final terms of the Bonds within specified parameters and conditions including: (A) The aggregate principal amount of the bonds shall not exceed $25,000,000; (B) The net effective interest rate on the Bonds shall not exceed 10% per annum; (C) The final maturity of the Bonds shall not be later than August 1, 2045; (D) The Bonds shall not be sold at less than 100% of par, or at greater than 115% of par; and (E) The underwriting discount on the Bonds shall not exceed 3% of the par amount of the Bonds.

Departments Affected:

Finance Department, Public Works Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted the City will not issue $25,000,000 in new general obligation bonds authorized by 84% of voters in the November 2024 General Election. Planned improvements to City roads and streets will not be funded, and needed repairs may be delayed or cancelled.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:
Approval of the proposed bill will allow the Public Works Department to move forward with planned efforts to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Fiscal Implications:
The first payment on the new GO bonds will be due on February 1, 2026. Payments will be due on each February 1 and August 1 thereafter, with final maturity occurring August 1, 2045 (20-year term). The payments for the first five years will be interest-only, with principal repayment beginning in FY 2031. The bonds may be redeemed by the City in whole or in part beginning August 1, 2035. Bond payments (both interest and principal) will be paid from the annual levy of ad valorem property taxes. The proceeds from the property tax levy will be kept in the City's interest and sinking fund and used solely for the purpose of paying debt service on the Bonds.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Other- Debt Service (Interest Expense)	$ 0	$ 593,750	$ 1,187,500			400	$ 1,781,250
Total:	$ 0	$ 593,750	$ 1,187,500				$ 1,781,250

Expenditure Narrative:

Interest expense for FY 2026 and FY 2027 was estimated based on the following assumptions: the bonds are sold at an interest rate of 4.75%, the full $25,000,000 of bonds is sold in July/August 2025, the first interest payment is due February 1, 2026, and principal repayment begins in FY 2031.

Revenue/Bond Proceeds

Revenue/Bond Proceeds	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Other- Bond Proceeds	$	$ 25,000,000	$	NR	TBD
Total	$ 0	$ 25,000,000	$		

Revenue Narrative:

Bond proceeds are borrowed funds that must be repaid and are therefore not revenue. The anticipated receipt of the $25,000,000 bond proceeds in FY 2026 is shown here to illustrate the effect of the bond sale in generating cash. The cash generated from the bond sale would be used by the Public Works Department to construct, design, equip, and improve roads and streets in the City of Santa Fe.

Signature: Mark Scott (May 23, 2025 11:31 MDT)

Email: mscott@santafenm.gov

REGISTRAR AND PAYING AGENT AGREEMENT

This Registrar and Paying Agent Agreement ("Agreement") is executed and effective as of this ___day of _____, 2025, by and between BOKF, NA, a national banking association with principal offices in Albuquerque, New Mexico ("Bank") and the City of Santa Fe, New Mexico (the "Issuer") for the bonds described as follows:

$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT BONDS
SERIES 2025

WHEREAS, pursuant to Ordinance No. _____ adopted by the Governing Body of the Issuer on _____, 2025 (the "Bond Ordinance"), the Issuer has appointed the Bank to serve as Registrar, Depository Agent and Paying Agent in connection with the above-captioned Bonds; and

WHEREAS, the Bank hereby accepts such appointments and agrees to serve as the Paying Agent and Registrar for the Bonds, and to perform the duties of Paying Agent and Registrar as set forth in the Bond Ordinance.

NOW THEREFORE, THE CITY OF SANTA FE AND BOKF, NA AGREE as follows:

A. The bank agrees to perform the duties of a Registrar and Paying Agent, which include:

1. Authentication, preparation and delivery of bonds;
2. Maintenance of the bond register;
3. Maintenance of bond inventory and accounting;
4. Cancellation and destruction of paid bonds;
5. Providing Issuer with certificate of destroyed bonds;
6. Transfer of ownership of bonds;
7. Issue replacement bonds in lieu of a mutilated, lost, destroyed or stolen bond upon receipt of satisfactory proof and indemnification of the Bank;
8. Pay by bank draft to bondholders of record the principal of, premium, if any, and interest on the bonds but only to the extent that Issuer has deposited with the Bank sufficient immediately available funds for such purposes; interest on funds received prior to payment dates may be retained by the Bank; float on checks issued by the bank for payment of principal and interest payments will be retained by the Bank; and
9. Furnish Issuer periodic debt service invoice statements.

B. As Paying Agent for the Bonds, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Bonds as the same become due and payable to the registered owners thereof, pursuant to the terms of this Agreement and the Bond Ordinance, with payment to be made solely and entirely from payments to be made by the Issuer to the Paying Agent.

C. Upon written notice from the Bank, Issuer agrees to cause to be printed, at its expense, any additional bonds required by the Bank subsequent to initial issuance as long as any bonds remain outstanding.

D. The Bank shall not be required to transfer or exchange any Bond during the period beginning fifteen days prior to any date fixed for the payment of interest or principal on any of the Bonds.

E. In any case where any payments with respect to the Bonds shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Albuquerque, New Mexico, or in such other locality as Paying Agent may maintain its principal offices, are authorized by law to close for business, then said payments need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said payments fall due.

F. In the event any principal or interest payment cannot be made as a result of the Bank's inability, after due diligence, to locate the bondholder of record to whom such payments are due, and in the event that such bondholder has not claimed such payments, or corresponded in writing with Issuer or Bank concerning such payments within five (5) years after the date prescribed for payment, then funds deposited with the Bank by Issuer for any such payments will be returned to the Issuer and such bondholder shall look solely to the Issuer from and after such date for payment thereof.

G. The Bank's fees and expenses as compensation for the performance of its duties as Registrar and Paying Agent under the terms of this Agreement shall be as follows:

Acceptance Fee:	$ 300.00
Annual Fee:	$ 300.00 (payable semi-annually with debt service

Plus New Mexico Gross Receipts Tax

H. The Bank shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct. The Bank shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, requisition, instruction or request furnished to it hereunder believed by it to be genuine and the Bank may rely and at upon, and shall not be liable for acting or not acting upon, any such document, agreement, requisition, instruction or request. The duties and obligations of the Bank shall be determined solely by the express terms of this Agreement, the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and no duties, obligations or responsibilities shall be implied into this Agreement against the Bank.

I. The Bank may consult with and obtain advice from legal counsel of its selection in the event any question as to any of the provisions hereof or its duties hereunder shall arise, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The cost of such services shall be born by Issuer.

J. Should the Issuer elect to terminate this Agreement and appoint a successor Registrar, Transfer Agent and Paying Agent, the Bank reserves the right to charge and be paid by the Issuer for the costs of transferring records, notifying bondholders and for any other duties that need to be performed. These costs are in addition to the specified fees and expenses in Paragraph G.

K. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Executed on the date first above written.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

BOKF, NA

By: _____

Title: _____

Exhibit A

AUTHORIZED SIGNATURES

The following individuals are authorized to issue instructions to BOKF, NA as Agent for the accounts established by the attached agreement:

Signature: _____

Printed Name: Emily K. Oster

Title: Finance Director

Date: _____, 2025

Signature: _____

Printed Name: Mark Scott

Title: City Manager

Date: _____, 2025

Approved by: _____

Name: Alan Webber

Title: Mayor

Date: _____, 2025

OFFICIAL STATEMENT

NOTICE

**$25,000,000*
CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025**

Preliminary Official Statement, subject to completion,
dated _____, 2025

The Preliminary Official Statement, dated _____, 2025 (the "Preliminary Official Statement"), relating to the above-described bonds (the "Bonds") of the City of Santa Fe, New Mexico (the "City"), has been posted as a matter of convenience. The posted version of the Preliminary Official Statement has been formatted in Adobe Portable Document Format. Although this format should replicate the Preliminary Official Statement available from the City, appearance may vary for a number of reasons, including electronic communication difficulties or particular user software or hardware. Using software other than Adobe Acrobat may cause the Preliminary Official Statement that you view or print to differ in appearance from the Preliminary Official Statement.

The Preliminary Official Statement and the information contained therein are subject to completion or amendment or other change without notice. Under no circumstances shall the Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

For purposes of compliance with Rule 15c2-12 ("Rule 15c2-12") of the United States Securities and Exchange Commission (the "SEC"), this document constitutes an Official Statement of the City with respect to the Bonds that has been "deemed final" by the City as of its date, except for the omission of no more than the information permitted by Rule 15c2-12.

No person has been authorized to give any information or to make any representations other than those contained in the Preliminary Official Statement in connection with the offer and sale of the Bonds and, if given or made, such information or representations must not be relied upon as having been authorized. The information and expressions of opinion in the Preliminary Official Statement are subject to change without notice and neither the delivery of the Official Statement nor any sale made thereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date of the Preliminary Official Statement.

By choosing to proceed and view the electronic version of the Preliminary Official Statement, you acknowledge that you have read and understood this Notice.

Preliminary Official Statement dated _____, 2025

* Preliminary, subject to change.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE

RATINGS: [S&P Global Ratings: __
Fitch Ratings: __]

BOOK-ENTRY ONLY

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming compliance with certain covenants described in "TAX EXEMPTION" herein, interest on the Bonds (including original issue discount treated as interest) (a) is excludable from the gross income of the recipients thereof for federal income tax purposes, under Section 103 of the Internal Revenue Code of 1986, as amended, and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof. For a more complete description of such opinion of Bond Counsel and a description of certain provisions of the Internal Revenue Code of 1986, as amended, which may affect the federal tax treatment of interest on the Bonds for certain registered owners of such bonds, see "TAX EXEMPTION" herein.

$25,000,000*
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Dated: Date of Delivery

Due: June 1, as shown on the inside front cover

The 25,000,000* City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Bonds") are being issued by the City of Santa Fe, New Mexico (the "City") to provide funds for the Improvement Project. See the "IMPROVEMENT PROJECT" and "SOURCES AND USES OF FUNDS" herein. The Bonds will bear interest from the date of delivery, at the rates set forth on the inside front cover hereof, payable semiannually on February 1 and August 1 of each year until maturity or prior redemption, commencing February 1, 2026, and will mature on August 1 of each of the years as set forth on the inside front cover hereof. Capitalized terms not defined on this front cover are as defined herein.

The Bonds are issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Bonds will be issued pursuant to a book-entry only system and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Underwriters of the Bonds ("Beneficial Owners") will not receive physical delivery of bond certificates representing their beneficial ownership interests. So long as DTC or its nominee is the owner of the Bonds, principal of and interest on the Bonds will be paid by the Paying Agent (defined herein) to DTC or its nominee, which will in turn remit such payment to its Direct Participants for subsequent disbursement by the Direct Participants and the Indirect Participants to the Beneficial Owners. See "DESCRIPTION OF THE BONDS—Book-Entry Only System."

The Bonds are general obligations of the City payable from general (ad valorem) taxes which shall be levied against all taxable property in the City without limitation as to rate or amount.

The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "THE BONDS—Optional Redemption of Bonds" herein. The City has undertaken, for the benefit of the owners of the Bonds, to provide certain annual and periodic disclosures described under the caption "CONTINUING DISCLOSURE INFORMATION" herein.

The Bonds are being issued pursuant to the powers of the City Council under Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented, the Constitution and other laws of the State. The $25,000,000* principal amount of the Bonds represents the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

The Bonds are offered when, as and if issued and received by the underwriters set forth below (the "Underwriters") subject to the approval of validity by Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. It is anticipated that the Bonds will be available for delivery through the facilities of DTC on or about August 20, 2025.

Electronic bids will be opened between 8:30 a.m. and 9:00 a.m., prevailing Mountain Time, _____, 2025 at the Office of the City Finance Director, 200 Lincoln Avenue, Santa Fe, New Mexico.

Dated: _____, 2025

* Preliminary, subject to change.

of the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

$25,000,000[*]
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

MATURITY SCHEDULE

Year (August 1)	Principal[*]	Interest	Yield	Price	CUSIP[(1)]
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

[*] Preliminary, subject to change.

[(1)] *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2018 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel assumes responsibility for the accuracy of such numbers.*

CITY OF SANTA FE, NEW MEXICO

200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-6500

MAYOR

Alan Webber

CITY COUNCIL

Jaimie Cassutt, Councilor
Alma Castro, Councilor
Amanda Chavez, Councilor
Pilar Faulkner, Councilor
Lee Garcia, Councilor
Michael Garcia, Councilor
Signe I. Lindell, Councilor
Carol Romero-Wirth, Councilor

CITY OFFICIALS

Mark Scott, City Manager
Andrea Salazar, City Clerk and Director of Community Engagement
Emily K. Oster, Director of Finance
Erin K. McSherry, City Attorney

BOND AND DISCLOSURE COUNSEL

Modrall, Sperling, Roehl, Harris & Sisk, P.A.
Albuquerque and Santa Fe, New Mexico

PAYING AGENT AND REGISTRAR

BOKF, NA
Albuquerque, New Mexico

FINANCIAL ADVISOR

Hilltop Securities Inc.
Dallas, Texas

REGARDING THIS OFFICIAL STATEMENT

No dealer, salesman or other person has been authorized to give any information or to make any statements or representations, other than those contained in this Official Statement, in connection with the offering of the Bonds, and, if given or made, such other information, statements or representations must not be relied upon as having been authorized by the City or Underwriters. This Official Statement does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation.

The information contained in this Official Statement has been furnished by the City or obtained from other sources which are believed by the City to be reliable. The information in this Official Statement is subject to change without notice and neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change since the date of this Official Statement.

The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Bonds have not been registered under the Securities Act of 1933 in reliance upon exemptions contained in such Act. The registration and qualification of the Bonds in accordance with applicable provisions of the securities laws of the states in which the Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the United States Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

This Official Statement contains statements relating to the City's future financial plans, receipt of future revenues and other matters that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "intend," "anticipate," "expect" and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES APPEARING ON THE INSIDE FRONT COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS. IN CONNECTION WITH THE OFFERING OF THE BONDS, THE PURCHASHERS MAY EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Copies of the ordinance authorizing the issuance of the Bonds are available upon request at the office of the City Clerk, 200 Lincoln Avenue, Room 210, Santa Fe, New Mexico 87504, (505) 955-6521.

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CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025

SUMMARY OF INFORMATION

There follows a summary of certain provisions discussed in this Official Statement. SUCH SUMMARY DOES NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE COMPLETE OFFICIAL STATEMENT. This Summary is only a brief statement and a full review of the entire Official Statement should be made by potential investors. Capitalized terms used but not otherwise defined in this "SUMMARY OF INFORMATION" will have the meanings given such terms in the Bond Ordinance.

Dated:	Date of delivery.
Registration:	The City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") will be issued as fully registered bonds in denominations of $5,000 and integral multiples thereof. The Registrar is BOKF, NA, Albuquerque.
Principal Payment:	The 2025 Bonds will mature on August 1 of each of the years set forth on the inside front cover page of this Official Statement.
Interest Payment:	Interest will be payable semiannually on August 1 and February 1, commencing on February 1, 2026.
Security:	The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.
Prior Redemption:	The 2025 Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity at the option of the City, in whole or in part, on August 1, 20__ and any date thereafter at par, plus accrued interest to the redemption date, without premium. See "THE BONDS—Optional Redemption of the Bonds" herein.
Purpose:	The 2025 Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.
Bond and Disclosure Counsel:	Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico.
Municipal Advisor:	Hilltop Securities Inc., Dallas, Texas
Paying Agent/Registrar:	BOKF, NA, Albuquerque, New Mexico

OFFICIAL STATEMENT

$25,000,000*
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2025

INTRODUCTION

This Official Statement, which includes the cover page and the appendices hereto, sets forth certain information in connection with the offering of $25,000,000* aggregate principal amount of City of Santa Fe, New Mexico, General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds" or the "Bonds") to be issued by the City of Santa Fe, Santa Fe County, New Mexico (the "City," the "County" and the "State," respectively), pursuant to Ordinance No. 2025-__, adopted on June 25, 2025 (the "Bond Ordinance").

The 2025 Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein have the same meanings as in the Bond Ordinance.

The Issuer

The City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City Council (the "Council") is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the Council are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government which became effective March 15, 1998.

Authority for Issuance and Purpose

The Bonds are issued in accordance with the Constitution and laws of the State of New Mexico (the "State"), in particular, Sections 3-30-1 through 3-30-9 and Sections 6-15-1 through 6-15-22 NMSA 1978, as amended and supplemented. The Bonds represent the entire series of general obligation bonds approved by the qualified electors of the City at an election held on November 5, 2024 to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

* Preliminary, subject to change.

The Bonds

The Bonds will be registered as to principal and interest, issued in denominations of $5,000 each, or integral multiples thereof, in conformance with the Constitution and laws of the State and pursuant to the Bond Ordinance. The Bonds shall mature in the principal amounts and on the dates shown on the inside front cover page hereof. Interest shall be payable February 1 and August 1 of each year commencing February 1, 2026 until maturity or prior redemption to registered owners shown on the books of the Registrar on the 15th day of the month preceding each regularly scheduled interest payment date thereafter ("Record Date"). The Bonds will be issued only in fully registered form and will be initially registered and delivered to Cede & Co., the nominee of The Depository Trust Company pursuant to the book-entry only system described herein.

Security

The Bonds are secured by the City's full faith and credit and are general obligations of the City payable from *ad valorem* taxes to be levied, without limitation as to rate or amount, against all taxable property within the City. See "SECURITY AND REMEDIES" herein.

Financial Statements

The City's audited financial statements as of and for the year ended June 30, 2024 including the opinions rendered thereon of certified public accountants, are attached as Appendix B *See* "FINANCIAL STATEMENTS" herein.

Tax Matters

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. ("Bond Counsel"), (a) the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, and (b) is not a specific preference item for purposes of the federal alternative minimum tax on individuals, subject to the matters described under the caption "TAX EXEMPTION" herein. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that the Bonds and income from the Bonds are exempt from all taxation by the State of New Mexico or any political subdivision thereof.

Agents and Advisors

BOKF, NA, Albuquerque, New Mexico will serve as Paying Agent and Registrar. Carr, Riggs & Ingram, L.L.C. audited the City's general purpose financial statements as of and for the year ended June 30, 2024.

At the time of the issuance and sale of the Bonds, Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Bond Counsel, will deliver the bond opinion included in Appendix A hereto. See "LEGAL MATTERS" herein. Certain legal matters relating to the Bonds will be passed on for the City by Modrall, Sperling, Roehl, Harris & Sisk, P.A., as Disclosure Counsel.

Hilltop Securities Inc., Dallas, Texas ("Hilltop") is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Municipal Advisor, has not verified and does not assume any responsibility for the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The Municipal Advisor is not

obligated to undertake, and has not undertaken to make, an independent verification of, or assume responsibility for, the accuracy, completeness, or fairness of the information in this Official Statement.

Additional Information

This Official Statement is accurate only as of its date, and no representation is made that the information contained herein has not changed since that date. This Official Statement is intended to be made available to investors through the Municipal Advisor.

The quotations from, and summaries and explanations of, the statutes, regulations and documents contained herein do not purport to be complete, and reference is made to those statutes, regulations and documents for full and complete statements of their provisions. Copies, in a reasonable quantity, of those statutes, regulations and documents may be obtained upon request directed to the City, and upon payment to the City of a charge for copying, mailing and handling, at the City of Santa Fe, 200 Lincoln Avenue, Santa Fe, NM 87504-0909, telephone number (505) 955-6949, Attention: City Manager.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract between the City and the purchasers or holders of any of the Bonds.

THE BONDS

Description

The Bonds are general obligation bonds to be issued by the City in the total principal amount of $25,000,000* and will be dated the Date of Delivery, which is expected to be on or about August 20, 2025. The Bonds will be issued as fully registered bonds in denominations of $5,000 or integral multiples thereof, bearing interest from their date to maturity at the rates specified on the inside front cover page of this Official Statement payable semiannually on February 1 and August 1 each year, commencing on February 1, 2026, until maturity or prior redemption and maturing serially, as set forth on the inside front cover page of this Official Statement.

The Bonds will be issued only in fully registered form and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company New York, New York ("DTC"), pursuant to the book-entry only system described herein. No physical delivery of the Bonds will be made to the owners hereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry Only System" herein.

Authorization

The Bonds were approved by the qualified electors of the City at an election held on November 5, 2024, and are being issued pursuant to the City Council's powers under Article IX, Section 10 of the Constitution of the State of New Mexico, and Sections 3-30-1 through 3-30-9 and 6-15-1 through 6-1522 NMSA 1978, as amended and supplemented, and the Ordinance of the City Council delegating authority to either of the Mayor and City Finance Director to award the Bonds to the best bidder in a competitive sale to be held on or about _____, 2025 as further set forth in the Pricing Certificate (together, the "Ordinance" or "Bond Ordinance").

Bond Registrar and Paying Agent

BOKF, NA, Albuquerque, New Mexico will serve as the Bond Registrar (the "Registrar") and Paying Agent (the "Paying Agent") for the Bonds.

Payment of Principal and Interest; Record Date

The principal of the Bonds is payable to the registered owners of the Bonds at the principal office of the Paying Agent. Interest on the Bonds is payable by check or draft of the Paying Agent mailed on or before each interest payment date to the registered owners of the Bonds as of the close of business on the 15th day of the calendar month preceding the interest payment date (the "Regular Record Date") at the addresses appearing in the registration books maintained by the Registrar; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on the date to be fixed by the Registrar whenever moneys become available for the payment of defaulted interest (the "Special Record Date").

Optional Redemption of Bonds

The Bonds maturing on and after August 1, 20___ may be redeemed prior to their scheduled maturity on August 1, 20__, or on any date thereafter, in whole or in part, at the option of the City Council at par plus accrued interest to the date of redemption, if any. The Bonds will be redeemed in $5,000 units or integral multiples of $5,000. If the City redeems only part of the Bonds of a given maturity, the Registrar will select those Bonds by lot.

Conditional Redemption

Unless money sufficient to pay the principal of and premium, if any, on the Bonds to be optionally redeemed is received by the Paying Agent prior to the giving of notice of redemption, that notice is to state that the redemption is conditional upon the receipt of that money by the Paying Agent by 2:00 p.m. on the redemption date. If an amount sufficient to redeem all Bonds called for redemption is not received by that time (i) the Paying Agent is to redeem only those Bonds for which the redemption price was received, (ii) the Bonds to be redeemed are to be selected in the manner set forth in the Ordinance and (iii) the redemption notice will have no effect with respect to those Bonds for which the redemption price was not received and those Bonds will not be redeemed. The Registrar is to give notice to the Owners of the Bonds previously called for redemption which will not be redeemed in the manner in which the notice of redemption was given, identifying the Bonds which will not be redeemed and stating that the redemption did not take place with respect to those Bonds and is to promptly return any Bonds previously delivered by the Owners of the Bonds.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, ____ (the "Term Bonds") are subject to mandatory sinking fund redemption in the following amounts (subject to reduction as hereinafter provided) on the following dates at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption.

Term Bonds Maturing August 1, ____

Redemption Date	Amount

[to be provided if applicable]

Approximately forty-five (45) days immediately preceding each of the mandatory redemption dates specified above that the Term Bonds are to be mandatorily redeemed, the Paying Agent/Registrar shall select by lot the numbers of the Term Bonds within the applicable maturity to be redeemed on the next following August 1 from moneys set aside for that purpose in the Interest and Sinking Fund. Any Term Bonds not selected for prior redemption shall be paid on the date of their stated maturity.

Notice of Redemption

Notice of redemption of Bonds is to be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail not less than 30 days prior to the redemption date to the registered owner of each Bonds, or portion thereof, to be redeemed at the address shown as of the fifth day prior to the mailing of notice on the registration books kept by the Registrar. The City is to give the Registrar notice of Bonds to be called for optional redemption at least fifteen (15) days prior to the date that the Registrar is required to give the bond owners notice of redemption specifying the Bonds and the principal amount thereof to be called for redemption and the applicable redemption date. If the City has not designated the Bonds to be called for redemption on the dates specified above, the Registrar is to select the Bonds to be redeemed by lot.

Neither the City's failure to give such notice, the Registrar's failure to give such notice to the registered owner of any Bonds, or any defect therein, nor the failure of DTC to notify any Participant, or any Participant to notify a Beneficial Owner, of any such redemption, will affect the validity of the proceedings for the redemption of any Bonds for which proper notice was given. All notices are to specify the number or numbers and maturity dates of the Bonds to be redeemed (if less than all are to be redeemed), the amount of such Bonds to be redeemed (if less than the full amount of any Bonds is to be redeemed), the date fixed for redemption, the redemption price, the series and the CUSIP number and are further to state that on such redemption date there will become and be due and payable upon each Bonds or part thereof to be redeemed at the office of the Paying Agent the principal amount thereof to be redeemed plus accrued interest and that interest will cease to accrue on the principal amount redeemed. Subject to the provisions of the Bond Ordinance setting forth certain conditions to optional redemption of the Bonds, notice having been given in the manner provided above, the Bonds or part thereof called for redemption will become due and payable on the redemption date designated and the Bonds or part thereof to be redeemed for which the redemption price is on deposit with the Paying Agent will not be deemed to be outstanding and will cease to bear interest from and after such redemption date. Subject to the provisions of the Ordinance setting forth certain conditions to optional redemption of the Bonds, upon presentation of Bonds to be redeemed at the office of the Paying Agent on or after the redemption date, or, so long as the book-entry system is used for determining beneficial ownership of the Bonds, upon satisfaction of the terms of any other arrangement between the Paying Agent and DTC, the Paying Agent will pay such Bonds, or portion thereof called for redemption.

Exchange or Transfer of Bonds

The Registrar/Paying Agent will maintain the books of the City for the registration of ownership of the Bonds. Upon the surrender for transfer of any Bond at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be transferred in the name of the transferee or transferees a new Bond or Bonds in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. Bonds may be exchanged at the principal office of the Registrar/Paying

Agent for an equal aggregate principal amount of Bonds of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Bond to be exchanged a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of Bonds as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any Bond requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. See "THE BONDS – Book-Entry Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but neither the City, Municipal Advisor nor Bond Counsel take responsibility for the accuracy thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of Bonds of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to Direct Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org. The City undertakes no responsibility for and makes no representations as to the accuracy or the completeness of the content of such material contained on that website as described in the preceding sentence including, but not limited to, updates of such information or links to other Internet sites accessed through the aforementioned website.

Purchases of the Bonds under the DTC system must be made by or through Direct or Indirect Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase.

Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

While the Bonds are in the book-entry only system, redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the City or agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates representing the Bonds will be printed and delivered to DTC.

SECURITY AND REMEDIES

General

The Bonds are general obligations of the City payable from *ad valorem* taxes, which may be levied against all taxable property within the City without limitation as to rate or amount. The Bonds are secured by the obligation of the City to levy and collect upon all taxable property within the City a tax rate levy sufficient, together with other legally available revenues, to pay the debt service on the Bonds. Such annual levy for debt service creates a statutory tax lien that can be enforced personally against the owner of the property or enforced by sale of the property. Neither the State nor any other political subdivision has any responsibility to pay the debt service on the Bonds.

Legal Matters

Various State laws and constitutional provisions apply to the assessment and collection of *ad valorem* property taxes. There is no assurance that there will not be any amendment, change in the interpretation of, or addition to the applicable laws, provisions and regulations that would have a material effect, directly or indirectly, on the affairs of the City.

Limitations on Remedies Available to Owners of Bonds

There is no provision for acceleration of maturity of the principal of the Bonds in the event of a default in the payment of principal of or interest on the Bonds. Consequently, remedies available to the owners of the Bonds may have to be enforced from year to year.

The enforceability of the rights and remedies of the owners of the Bonds, and the obligations incurred by the City in issuing the Bonds, are subject to the following: the Federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect; usual equity principles, which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights.

Cybersecurity

The City operates a large and complex information technology infrastructure to support internal and external operations. As is the case with any such environment, the threat of cybersecurity incidents is a constant one. These incidents may arise from multiple sources, including unintentional events or actions, intentional insider threat, and deliberate malicious attacks or actions from outside entities. The effect of these threats may include unauthorized access to City systems, data or resources, inappropriate exposure or use of City information, disruption of City services, and damage to City systems. The City carries insurance against losses relating to cybersecurity incidents with coverage at a level it believes to be comparable to coverage carried by other local governments of similar size.

Climate Change and Natural Disasters

The State could experience and is susceptible to weather events and natural disasters that could be deemed extreme including, without limitation, periods of heat, droughts, floods, mud slides, tornadoes and other wind conditions and wildfires, which could result in negative economic impacts on the City. Such effects may be exacerbated by a longer term shift in the climate over several decades, commonly referred to as climate change. Numerous scientific studies on climate change show that, among other effects on the global ecosystem, extreme temperatures may become more common, and extreme weather events may become more frequent as a result of increasing global temperatures attributable to atmospheric pollution. As a result, the City could lose tax revenues and many residents, businesses, and governmental operations could be displaced. Additionally, climate change concerns have led, and may continue to lead, to new laws and regulations at the federal and state levels (including but not limited to air, water, hazardous substances and waste regulations) that could have a material adverse effect on the operations and/or financial condition of the City. The City cannot predict the occurrence or extent of any future extreme weather events or natural disasters or the economic impacts that the occurrence of any such events may have on the City.

Potential Limitation of Tax Exemption of Interest on the Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended, or court decisions may also cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Internal Revenue Code of 1986, as amended, or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

PURPOSE AND PLAN OF FINANCING

The Bonds will be issued in a principal amount of $25,000,000* to provide funds to acquire, construct, design, equip and improve road and street improvements within the City, and to pay costs of issuance related to the Bonds.

SOURCES AND USES OF FUNDS

The sources and uses of funds relating to the Bonds are set forth in the following table.

SOURCES OF FUNDS	
Bond proceeds	$
[Net] Premium	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS	
Acquisition Fund	$
Underwriter's Discount	
Costs of Issuance[1]	
TOTAL USES OF FUNDS	$

[1] Includes Municipal Advisor fees, rating agency fees, legal fees, fees of the paying agent/registrar, and other miscellaneous costs and expenses related to the issuance of the Bonds.

*Preliminary; subject to change.

DEBT AND OTHER FINANCIAL OBLIGATIONS

Selected Ratios of Per Capita Debt and Assessed Valuation

Article IX, Section 13, of the New Mexico Constitution prohibits municipalities, including the City, from incurring general obligation debt in an aggregate amount, including existing indebtedness, exceeding four percent of the value of the taxable property within such municipality, as shown by the last preceding general assessment. The following table sets forth details relating to the ratio of general debt and overlapping debt to population and assessed valuation:

Estimated City Population[1]	89,167
Total General Obligation Direct Debt[2]	$37,425,000
Direct and Overlapping Debt[2]	$230, 554,156
2024 Assessed Valuation	$5,884,882,813
2024 Statutory Actual Valuation[3]	$17,654,648,439
City Direct Debt as % of:	
-Assessed Valuation	0.64%
-Statutory Actual Valuation	0.21%
Direct and Overlapping Debt as % of	
-Assessed Valuation	3.92%
-Statutory Actual Valuation	1.31%
City Debt Per Capita	$419.72
Direct and Overlapping Debt Per Capita	$2,585.64

[1] Source: City of Santa Fe.
[2] Figure includes the proposed 2025 Bonds. Preliminary, subject to change.
[3] Figure is estimated by reference to the statutory formula under which assessed valuation is calculated at 33.3% of statutory actual valuation.

Outstanding General Obligation Debt

The City has $12,425,000 in outstanding general obligation debt, in addition to the Bonds:

Series	Original Principal Amount	Amount Outstanding (as of June 30, 2025)	Final Maturity Date (August 1)
2013	$12,000,000	$5,935,000	2032
2014	$5,800,000	3,490,000	2034
2019	$5,445,000	3,000,000	2029

DEBT SERVICE REQUIREMENTS TO MATURITY

The following table represents annual debt service expenses on the City's outstanding general obligation debt and the 2025 Bonds.

Debt Service Requirements to Maturity

Fiscal	Present Requirements			Series 2025 Bonds*			Total Requirements		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2025	$ 1,435,000	521,838	1,956,838				$ 1,435,000	$ 521,838	$ 1,956,838
2026	1,490,000	464,003	1,954,003		$ 593,750	$ 593,750	1,490,000	1,057,753	2,547,753
2027	1,550,000	401,994	1,951,994		1,187,500	1,187,500	1,550,000	1,589,494	3,139,494
2028	1,610,000	336,069	1,946,069		1,187,500	1,187,500	1,610,000	1,523,569	3,133,569
2029	1,680,000	267,394	1,947,394		1,187,500	1,187,500	1,680,000	1,454,894	3,134,894
2030	1,755,000	195,644	1,950,644		1,187,500	1,187,500	1,755,000	1,383,144	3,138,144
2031	1,135,000	137,822	1,272,822	$ 155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641
2032	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893
2033	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055
2034	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663
2035	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025
2036				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219
2037				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150
2038				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281
2039				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494
2040				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669
2041				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450
2042				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719
2043				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238
2044				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650
2045				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838
2046				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563
	$13,860,000	$2,496,048	$16,356,048	$25,000,000	$17,443,188	$42,443,188	$38,860,000	$19,939,235	$58,799,235

* Preliminary, subject to change based on par amount of 2025 Bonds of $25,000,000.

Statement of Estimated Direct and Overlapping Debt

The following calculation analyzes the debt load and per capita debt of the City payable from property taxes. In addition to outstanding debt of the City, the calculation takes into account debt attributable to taxing entities that is the responsibility of taxpayers within the boundaries of the City.[(1)]

Taxing Entity	2024 Assessed Valuation	General Obligation Debt Outstanding	Percentage Applicable	City Share of Outstanding Debt
State of New Mexico	$108,183,361,964	$ 347,815,000	5.44%	$ 18,920,197
City of Santa Fe	5,885,883,824	37,425,000 [(1)]	100.00%	37,425,000
Santa Fe County	10,196,838,890	109,610,000	58.05%	63,628,605
Santa Fe Public Schools	9,433,227,092	179,490,000	62.74%	112,612,026
Santa Fe Community College	9,433,227,092	11,075,000	62.75%	6,948,967
Total Direct and Overlapping Debt				$239,534,598
Ratio of Estimated Direct & Overlapping Debt to 2024 Assessed Valuation:				4.07%
Ratio of Estimated Direct & Overlapping Debt to 2024 Statutory Actual Valuation:				1.36%
Per Capita Direct & Overlapping Debt:				$2,585.64

[(1)] Figure includes proposed 2025 Bonds. Preliminary; subject to change.

Analysis of Assessed Valuation

Assessed Valuation of property within the City is calculated as follows: Of the total assessed valuation of all taxable property in the City, 33 1/3% is legally subject to *ad valorem* taxes. After deduction of certain personal exemptions, the 2024 Assessed Valuation is $5,884,882,813. The actual value of personal property within the City (see "Assessments" below) is determined by the Santa Fe County Assessor. The actual value of certain corporate property within the City (see "Centrally Assessed" below) is determined by the State of New Mexico, Taxation and Revenue Department, Property Tax Division.

The analysis of Assessed Valuation in the City of Santa Fe is as follows:

	2024	2023	2022	2021	2020
Assessments					
Value of Land	$1,466,999,199	$1,410,716,315	$1,356,684,268	$1,297,705,871	$1,321,355,486
Improvements	5,110,474,079	4,842,597,072	4,138,778,251	3,789,374,062	3,791,967,921
Personal Property	52,465,882	52,926,238	55,079,286	53,786,924	55,293,073
CAB	65,798,299	56,161,111	53,961,497	63,803,364	59,819,692
Mobile Homes	15,074,346	14,139,935	12,753,865	12,063,025	11,598,350
Livestock	23,788	23,809	24,047	23,564	26,178
Assessor's Taxable Value	$6,710,835,593	$6,376,574,479	$5,617,281,214	$5,216,756,810	$5,240,060,700
Less Exemptions					
Head of Household	(24,265,415)	(24,238,143)	(24,635,778)	(25,065,710)	(24,552,389)
Veteran	(8,752,818)	(9,014,513	(9,424,972)	(9,878,740)	(9,966,405)
Disabled Veteran	(38,269,716)	(32,084,965)	(30,231,465)	(28,468,665)	(26,849,584)
Other	(754,664,831)	(736,261,321)	(592,554,083)	(542,449,821)	(620,948,347)
Total Exemptions	(825,952,780)	(801,598,942)	(656,846,298)	(605,862,936)	(682,316,725)
Assessor's Net Taxable Value	$5,884,882,813	$5,574,965,537	$4,960,434,916	$4,610,893,874	$4,557,743,975
Centrally Assessed					
Total Assessed Valuation					
Residential					
Non-Residential					
Total					

Source: Santa Fe County Assessor's Office.

History of Assessed Valuation

The following is a history of assessed valuation for the City and Santa Fe County.

	City of Santa Fe	Santa Fe County
2024	$5,884,882,813	$10,196,838,890
2023	5,574,965,537	9,603,851,513
2022	4,960,434,915	8,694,115,447
2021	4,610,893,905	8,039,694,860
2020	4,557,743,975	7,828,549,667

Source: Santa Fe County Assessor's Office.

Residential and Non-Residential Tax Rates

Article VIII, Section 2 of the New Mexico Constitution limits the total *ad valorem* taxes for operational purposes levied by all overlapping governmental units within the County to $20.00 per $1,000 of assessed value. This limitation does not apply to levies for public debt and levies for additional taxes if authorized at an election by a majority of the qualified voters of the County voting on the question. The following table summarizes the tax situation on residential property located within the City for 2020 through 2024. Except as required to meet debt service on general obligation bonds and as a result of application of the yield control statute, Section 7-37-7.1 NMSA 1978, the City expects no change in the level of its taxes in the foreseeable future but is unable to predict what overlapping entities might do. See "DEBT AND OTHER FINANCIAL OBLIGATIONS – Yield Control Limitation" herein. A high level of taxation may adversely impact the City's ability to repay bonds.

Residential
Within 20 Mill Limit for General Purposes

	2024	2023	2022	2021	2020
State of New Mexico	$0.000	$0.000	$0.000	$0.000	$0.000
Santa Fe County	5.311	5.428	5.484	5.560	5.698
Santa Fe Community College	2.770	2.820	2.851	2.892	2.965
City of Santa Fe	1.469	1.503	1.523	1.545	1.582
Santa Fe Public Schools	0.139	0.142	0.143	0.142	0.145
Total	$9.689	$9.893	$10.001	$10.139	$10.390

Over 20 Mill Limit- Interest, Principal, Judgments, etc.

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	2.129	2.129	2.124	2.124	2.124
Santa Fe Community College	0.650	0.650	0.650	0.650	0.650
City of Santa Fe	0.408	0.408	0.475	0.567	0.350
Santa Fe Public Schools	8.625	9.107	9.107	9.211	9.157
Total	$13.172	$13.654	$13.716	$13.912	$13.641

Total Levy

	2024	2023	2022	2021	2020
State of New Mexico	$1.360	$1.360	$1.360	$1.360	$1.360
Santa Fe County	7.440	7.557	7.608	7.684	7.822
Santa Fe Community College	3.420	3.470	3.501	3.542	3.615
City of Santa Fe	1.877	1.911	1.998	2.112	1.932
Santa Fe Public Schools	8.764	9.249	9.250	9.353	9.302
Total	$22.861	$23.547	$23.717	$24.051	24.031

Source: New Mexico Department of Finance and Administration.

Major Taxpayers

The 10 largest taxpayers in the City of Santa Fe have a combined valuation of $265,526,879, representing 4.45% of the 2024 total assessed valuation within the City.

Name	Type of Business	2024 Assessed Valuation	% of Assessed Valuation
Public Service Company of NM	Electric Utility	$71,511,924	1.22%
Presbyterian Medical Services	Medical	52,818,076	0.89%
Christus St. Vincent Hospital	Medical	36,541,931	0.62%
New Mexico Gas Company	Gas Utility	17,296,523	0.29%
BNSF Railway	Railroad	17,101,123	0.29%
Comcast	Telecomm. Provider	14, 852,685	0.25%
Guadalupe Hotel Investment LLC	Real Estate/Hotel	14,420,062	0.24%
El Castillo Retirement Residences	Retirement Community	14,304,866	0.24%
La Fonda Holdings LLC	Real Estate/Hotel	13,653,365	0.23%
Qwest	Telecomm. Provider	13,026,323	0.22%
Total		$265,526,879	4.45%

Source: Santa Fe County Assessor's Office.

Yield Control Limitation

State law limits property tax increases from the prior property tax year. Specifically, no taxing entity may set a rate or impose a tax (excluding oil and gas production *ad valorem* and oil and gas production equipment *ad valorem* taxes) or assessment that will produce revenues that taxes exceed the prior year's tax revenues from residential and non-residential property multiplied by a "growth control factor." The growth control factor is the percentage equal to the sum of (a) "percent change I" plus (b) the prior property tax year's total taxable property value plus "net new value," as defined by statute, divided by such prior property tax year's total taxable property value; but if that percentage is less than 100 percent, then the growth control factor is (a) "percent change I" plus (b) 100%. "Percent change I" is based upon the annual implicit price deflator index for state and local government purchases of goods and services (as published in the United States Department of Commerce monthly publication entitled "Survey of Current Business," or any successor publication) and is a percent (not to exceed 5%) that is derived by dividing the increase in the prior calendar year's index over the index for the calendar year next preceding the prior calendar year (unless there was a decrease, in which case zero if used) by the index for such calendar year next preceding the prior calendar year. *The growth control factor applies to authorized operating levies and to any capital improvements levies, but does not apply to levies for paying principal and interest on public general obligation debt.*

Limitations on Residential Property Tax Increases

In an effort to limit large annual increases in residential property taxes in some areas of the State (particularly the Santa Fe and Taos areas which have experienced large increases in residential property values in recent years), an amendment to the uniformity clause (Article VIII, Section 1) of the New Mexico Constitution was approved by a wide margin by New Mexico voters on November 3, 1998.

The amendment directs the Legislature to provide for valuation of residential property in a manner that limits annual increases in valuation. The limitation may be applied to classes of residential property

taxpayers based on occupancy, age or income. The limitations may be authorized statewide or at the option of a local jurisdiction and may include conditions for applying the limitations.

Section 7-36-21.2 NMSA 1978 establishes a statewide limitation on residential property valuation increases which began in tax year 2001. Annual valuation increases will be limited to 3% over the prior year's valuation or 6.1% over the valuation from two years prior. These limitations do not apply under the following exceptions:

1. When property is being valued for the first time;
2. When physical improvements are made to the property;
3. When a change of ownership outside the family occurs;
4. When a change in zoning or use of property occurs; and
5. To property that is subject to the valuation limitations under Section 7-36-21.3 NMSA 1978.

Section 7-36-21.3 NMSA 1978 places a limitation on the increase in value for property taxation purpose for single-family dwellings occupied by low-income owners who are sixty-five years of age or older or who are disabled. The statute fixes the valuation of the property to the valuation in the year that the owner turned 65 or became disabled. The Section 7-36-21.3 limitation does not apply:

1. To property that is being valued for the first time;
2. To a change in valuation resulting from physical improvements made to the property in the preceding year; and
3. To a change in valuation resulting from a change in the zoning or permitted use of the property in the preceding year.

Amendments to State laws affecting residential property taxes are proposed from time to time and may be proposed in the future by the Legislature. Such amendments, if enacted, could result in an increase to the tax rate imposed on residential property tax within the City in order to pay the principal of and interest on general obligation bonds issued by the City, including the Bonds.

The constitutionality of the property tax limitation has been challenged in a number of venues. On March 28, 2012, the New Mexico Court of Appeals upheld the statutory valuation cap and its application under Section 7-36-21.2 NMSA 1978, which ruling was affirmed by the New Mexico Supreme Court in June, 2014.

Tax Collections on Locally Assessed and Centrally Assessed Property

General (*ad valorem*) taxes for all units of government are collected by the Santa Fe County Treasurer and distributed monthly to the various political subdivisions to which they are due. Property taxes are due in two installments. The first half installment is due on November 10 and becomes delinquent on December 10. The second half installment is due on April 10 and becomes delinquent on May 10. Collection statistics for Santa Fe County are presented here:

Tax Year	Fiscal Year	Net Taxes Charged to Treasurer	Current Collections (1)	Current Tax Collections as a % of Net Levied	Current/ Delinquent Tax Collections (2)	Current/Delinquent Collections as a % of Net Levied
2023	23/24	$236,288,784	$226,200,296	95.73%	$226,200,296	95.73%
2022	22/23	214,712,970	208,544,585	97.13%	212,362,826	98.91%
2021	21/22	199,804,946	193,596,999	96.89%	198,603,398	99.40%
2020	20/21	196,143,309	191,796,346	97.78%	194,886,318	99.36%
2019	19/20	190,991,253	184,211,903	96.45%	190,021,188	99.49%
2018	18/19	182,850,115	176,420,838	96.48%	182,043,380	99.56%
2017	17/18	179,098,414	173,269,194	96.75%	178,656,205	99.75%
2016	16/17	168,547,930	162,656,064	96.50%	168,224,103	99.81%
2015	15/16	164,736,283	158,750,208	96.37%	164,517,742	99.87%
2014	14/15	159,052,796	152,201,398	95.69%	158,853,100	99.87%

(1) As of June 30 of each year.
(2) Figures are as of June 30, 2024. The second half of 2024 property taxes were due May 10, 2025.

Source: Santa Fe County Treasurer's Office.

Interest on Delinquent Taxes

Pursuant to Section 7-38-49 NMSA 1978, if property taxes are not paid for any reason within thirty days after the date they are due, interest on the unpaid taxes shall accrue from the thirtieth day after they are due until the date they are paid. Interest accrues at the rate of one percent (1%) per month or any fraction of a month.

Penalty for Delinquent Taxes

Section 7-38-50 NMSA 1978 provides that, if property taxes become delinquent, a penalty of one percent of the delinquent tax for each month, or any portion of a month, they remain unpaid shall be imposed, but the total penalty shall not exceed five percent (5%) of the delinquent taxes. The minimum penalty imposed is $5.00. A City can suspend application of the minimum penalty requirement for any tax year.

If property taxes become delinquent because of intent to defraud by the property owner, 50% of the property taxes due or $50.00, whichever is greater, shall be added as a penalty.

Remedies Available for Non-Payment of Taxes

Pursuant to Section 7-38-47 NMSA 1978, property taxes are the personal obligation of the person owning the property on the date on which the property was subject to valuation for property taxation purposes. A personal judgment may be rendered against the taxpayer for payment of taxes that are delinquent, together with any penalty and interest on the delinquent taxes.

Taxes on real property are a lien against the real property. A lien runs in favor of the State and secures the payment of property taxes and any penalty and interest until such payments are made. Such lien is a first lien and paramount to any other interest in the property, perfected or unperfected. Pursuant to Section 7-38-65 NMSA 1978, delinquent taxes on real property may be collected by selling the real property on which taxes are delinquent.

Pursuant to Section 7-38-53 NMSA 1978, delinquent property taxes on personal property may be collected by asserting a claim against the owner(s) of the personal property for which taxes are delinquent.

Protest

Pursuant to Section 7-38-39 NMSA 1978, after receiving his or her property tax bill and after making payment prior to the delinquency date of all property taxes due in accordance with the bill, a property owner may protest the value or classification determined for his or her property for property taxation purposes, the allocation of value of his or her property to a particular governmental unit, the application to his or her property of an administrative fee adopted pursuant to Section 7-38-36.1 NMSA 1978 or a denial of a claim for an exemption by filing a claim for refund in the district court. Pursuant to Section 7-38-41 NMSA 1978, the portion of any property taxes paid to the County Treasurer that is not admitted to be due and is the subject of a claim for refund will be deposited in a "property tax suspense fund." Moneys in the property tax suspense fund may not be used for the payment of debt service on the Bonds.

FINANCIAL INFORMATION CONCERNING THE CITY

The City's Accounting and Budgetary Practices and Procedures

Receipts and disbursements of the City are recorded on a modified accrual basis of accounting. Under this method of accounting, as a general rule, revenue which is available for financing of current appropriations is recognized when received or when susceptible to accrual, and expenditures benefiting more than one year are recorded when encumbered. Exceptions to this general rule include: (1) disbursements for some inventory items are recorded at the time of purchase, (2) prepaid expenses benefiting more than one year are recorded in the year of payment and (3) property taxes are recognized as received.

Governmental Accounting Standards Board Statement

The City's financial statements present the government as an entity for which the City is considered to be financially accountable. The City has no component units or blended component units that are legally separate entities.

During the year ended June 30, 2016, the City adopted GASB Statements Nos. 72, *Fair Value Measurement and Application,* a portion of No. 73 *Accounting and Financial Reporting for Pensions and Related Assets that are not within the Scope of GASB Statement 68 and Amendments to Certain Provisions of GASB Statements 67 and 68,* No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments,* No. 79, *Certain External Investment Pools and Pool Participants* and No. 82 *Pension Issues – an amendment of GASB Statement No. 67, No. 68, and No. 73.* These five Statements were required to be implemented by June 30, 2016.

GASB Statement No. 72 addresses accounting financial reporting issues related to fair value measurements. The definition of *fair value* is price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It provides guidance for determining a fair value measurement for financial reporting purposes and for applying fair value to certain investments and disclosures related to all fair value measurements. The requirements of GASB 72 enhances comparability of financial statements among governments by requiring measurements of certain assets and liabilities at fair value using a consistent and more detailed definition of fair value and accepted valuation techniques. This Statement also will enhance fair value application guidance and related disclosures in order to provide information to financial statement users about the impact of fair value measurements on government's financial position.

GASB Statement No. 82 addresses certain issues that have been raised with respect to Statement No. 67, *Financial Reporting for Pension Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68.* Specifically, this GASB 82 addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. Its objective is to address certain issues that have been raised with respect to Statements No.67, *Financial Reporting for Pensions Plans,* No. 68, *Accounting and Financial Reporting for Pensions,* and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statement 67 and 68.* Specifically, the statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information; (2) the selection of assumptions and treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and; (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

GASB 75, *Accounting and financial reporting by Employers for Postemployment Benefits Other than Pensions (OPEB Employer)* became effective for fiscal years beginning after June 15, 2017 and replaced the requirements of Statement Nos. 45 and 57. GASB 75 moves accounting of OPEB benefits to the balance sheet and income statement from the notes related to the financial statements. The methodology for valuing OPEB liabilities under GASB 75 has been standardized, and instead of being amortized over a period of up to 30 years, certain changes in OPEB liability are factored into the calculation of OPEB expense for the applicable reporting period. OPEB expense is based on the net OPEB liability change between reporting dates, with some sources of change recognized immediately, and others spread over years. OPEB expense under GASB 75 is no longer equal to the contributions to an OPEB trust or the OPEB benefits or premiums paid.

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from the legally separate component unit for which the primary government is financially accountable.

Operations of the General Fund

The following sets forth a comparative summary of the operations of the General Fund of the City for the years ended June 30, 2020 through June 30, 2024. Information regarding the operations of the General Fund is presented only to summarize the City's operating history. For a more detailed discussion of the City's results of operations for the fiscal year ended June 30, 2024, see "Management's Discussion and Analysis" included in the attached financial statements.

GENERAL FUND- STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Revenues:	**2024**	**2023**	**2022**	**2021**	**2020**
Taxes:					
Gross Receipts	$106,133,722	$ 98,962,862	$ 94,117,754	$ 71,097,448	$ 72,142,247
Motor taxes	--	--	--	469,728	486,671
Lodgers'	--	--	--	--	--
Property	10,270,979	9,516,085	8,597,439	9,101,143	8,732,172
Other	6,540,694			9,149,457	8,920,423
Intergovernmental revenues					
Federal operating	--	--	--	--	--
State operating	--	--	46,242	8,476,923	56,345
Local	--	--	2,015	22,943	17,710
Lease revenue	--	--	--	--	--
Charges for services	15,224,389	14,117,868	11,397,076	7,832,544	8,350,589
Investment income (loss)	3,367,284	3,991,797	103,126	22,701	121,586
Other Revenues	1,357,383	50,021	9,355,773	116,300	458,598
Total Revenues	142,894,451	$133,452,785	$128,478,810	$106,289,187$	$ 99,286,341
Expenditures:					
Current:					
General government	21,436,506	14,279,897	26,085,939	13,964,448	15,157,369
Public safety	64,027,814	39,819,047	48,077,414	39,747,963	44,183,340
Public works	19,717,380	21,167,821	5,637,776	19,512,094	10,786,864
Community development	2,089,436	1,931,019	3,360,609	1,606,273	3,370,485
Education	3,321,337	1,970,727	--	2,475,780	2,595,792
Culture and recreation	4,816,882	5,368,820	11,749,917	4,205,791	9.635,166
Capital outlay	11,245,330	26,957,080	--	791,782	2,875,546
Debt service					
Principal payments	87,723	87,118	--	--	--
Interest	2,116	104	--	--	--
Debt issuance costs	--	--	--	--	45,552
Total expenditures	126,753,524	111,581,633	94,911,655	82,304,131	88,604,562
Excess (deficiency) of revenues over expenditures	16,140,927	21,871,152	33,567,155	23,985,056	10,681,779
Other financing sources (uses):					
Proceeds from sale of assets	--	213,807	--	--	--
Transfers in	3,545,419	3,105,936	4,053,300	7,621,688	2,334,946
Transfers out	(12,741,913)	(11,627,857)	(24,318,313)	(12,272,876)	(7,943,095)
Total other financing sources (uses)	(9,196,494)	(8,209,114)	(20,265,013)	(4,651,186)	(5,608,149)
Net change in fund balances	6,944,433	13,562,038	13,302,142	19,333,868	5,073,630
Fund balances, beginning of year	76,450,942	62,888,904	49,586,762	30,252,894	24,416,020
Fund Balances, end of year	**$83,395,375**	**$ 76,450,942**	**$ 62,888,904**	**$ 49,586,762**	**$ 29,489,650**

Source: State of New Mexico Office of the State Auditor; City of Santa Fe Finance Department.
(1) Reporting of expenditures reflects variation in format and presentation of FY 2024 Audited Financial Statements.

ECONOMIC AND DEMOGRAPHIC INFORMATION

The statistics set forth below have been obtained from the referenced sources. The City has assumed that the information obtained from sources other than the City is accurate without independently verifying it. Historical figures provided under this caption have not been adjusted to reflect economic trends such as inflation. The following information is not to be relied upon as a representation or guarantee of the City.

Population

Population Growth

Census Year	City	County	State
1980	49,299	75,519	1,308,302
1990	55,859	99,288	1,520,207
2000	62,203	129,292	1,819,046
2010	67,947	144,170	2,059,179
2020	83,875	148,651	2,084,117
2024	89,167[2]	157,765	2,130,256

Source: U.S. Census Bureau and World Population Review.

[1] The City annexed approximately 4,100 acres in phases from 2014-2019 that contributed to the growth in population from 2010 to 2015 by adding approximately 13,000 residents.
[2] As of July 1, 2023, which is the most recent date for which data is available.

The following table provides an estimated age profile of the City's population from the U.S. Census Bureau's American Community Survey, and comparative data for the County, State and the United States:

Age Group	Santa Fe — MSA	New Mexico
0 --19	18%	23%
20--29	10%	13%
30--39	12%	13%
40--49	12%	12%
50--59	13%	11%
60 and Older	36%	27%

Source: Census Reporter, 2023.

The total population of the City grew by 13.3% over the decade of the 1980s (1980-1990), by 11.3% over the decade of the 1990s (1990-2000), by 9.2% between 2000 and 2010, and by 23.4% between 2010 and 2015 which was largely due to annexation as formerly footnoted in the Population Growth table above.

Income

The table set forth below shows per household effective buying income categories for residents of the Santa Fe Metropolitan Statistical Area ("MSA") and comparative data for the State and the United States.

Effective Buying Income Group[1]	Santa Fe MSA	New Mexico	United States
Under $25,000	18.90%	26.42%	20.37%
$25,000 - $34,999	9.98%	10.23%	9.21%
$35,000 - $49,999	13.89%	13.64%	12.87%
$50,000 - $74,999	18.44%	17.13%	17.09%
$75,000 and over	38.77%	32.58%	40.46%
Median Household Income[2]			
2019 Est. Median Household Income	$61,791	$52,021	$81,210
2020 Est. Median Household Income	$58,898	$52,285	$79,560
2021 Est. Median Household Income	$67,311	$54,304	$79,260
2022 Est. Median Household Income	$72,836	$59,842	$77,540
2023 Est. Median Household Income	$73,366	$62,286	$80,610

[1] Spotlight, February 2023.
[2] Federal Reserve Bank of St. Louis.

Per Capita Income

The following table sets forth the per-capita income, based on the total gross personal income divided by the population, for the Santa Fe MSA, the State and the United States. Although the State per capita income remains lower than the per capita income of the United States as a whole, the Santa Fe MSA per capita income is higher than the per capita income of the State and the United States.

Per Capita Personal Income

Year	Santa Fe MSA	New Mexico	United States
2024	*	57,652	72,478
2023	77,717	55,166	69,413
2022	72,932	53,069	66,059
2021	70,477	50,682	64,419
2020	63,443	46,483	59,125
2019	60,853	42,223	55,559
2018	57,163	40,976	53,310
2017	54,072	39,196	50,977
2016	53,566	38,474	49,943
2015	50,974	37,752	48,038

Source: Federal Reserve Bank of St. Louis.

Employment

The following table provides a 10 year history of average employment figures for the Santa Fe MSA, the State and the United States.

EMPLOYMENT/UNEMPLOYMENT RATES

Year[(1)]	Santa Fe MSA Labor Force	Santa Fe MSA % Unemployed	State Labor Force	State % Unemployed	U.S. % Unemployed
2024	88,451	3.6%	942,357	4.2%	4.0%
2023	81,791	3.3%	964,991	3.8%	3.6%
2022	98,435	3.7%	947,991	4.1%	3.6%
2021	89,004	6.6%	942,505	7.1%	5.4%
2020	77,468	7.7%	931,147	7.9%	8.1%
2019	92,310	4.1%	955,890	5.0%	3.7%
2018	87,340	4.2%	944,844	4.9%	3.9%
2017	84,958	5.1%	948,364	6.0%	4.4%
2016	87,539	5.4%	944,335	6.8%	4.9%
2015	82,413	5.4%	938,333	6.6%	5.3%

Source: Federal Reserve Bank of St. Louis.

Santa Fe MSA--Major Employers

Employer	Business Type	Number of Employees
State of New Mexico	Government	18,000
Los Alamos National Laboratory	Government	14,150
Christus St. Vincent Hospital	Health Care	2,500
Santa Fe School District	Education	1,800
City of Santa Fe	Government	1,400
Santa Fe County	Government	850
Santa Fe Community College	Education	661
Presbyterian Santa Fe	Medical	545
Eldorado Hotel	Hotel	500
Hotel St. Francis	Hotel	500
Total Top 10		40,906

Source: City of Santa Fe.

Gross Receipts

The table below shows the retail and total reported gross receipts generated in the City of Santa Fe, Santa Fe County and the State of New Mexico. For the purposes of this table, gross receipts means the total amount of money received from selling property in the State of New Mexico, from leasing property in the State and from performing services in the State.

Historical Total Gross Receipts Reported for City

	City of Santa Fe	
Fiscal Year	Retail Trade	Total
2024	$2,640,906,351	$9,988,401,205
2023	2,554,537,522	8,767,553,351
2022	2,509,638,594	8,078,827,477
2021	2,383,560,603	7,448,379,755
2020	1,657,199,051	6,636,938,435

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

Historical Taxable Gross Receipts Reported for City

Fiscal Year	Taxable Gross Receipts
2024	$5,497,249,082
2023	5,124,030,595
2022	4,755,784,079
2021	4,352,092,887
2020	3,692,443,207

Source: New Mexico Taxation and Revenue Department RP-80 Reports.

THE CITY

General

Located in north-central New Mexico, the City was established in 1610. The City was incorporated in 1891 as a body politic and corporate under the laws of the State and is both the County seat and capital of the State, with approximately 46% of the County population located in the City. The City is situated in the foothills of the Sangre de Cristo Mountains (Rocky Mountain Range) at 7,000 feet elevation and is located approximately 380 miles south of Denver and 320 miles north of El Paso at the junction of Interstate 25 and U.S. Highways 64, 84 and 285.

The Santa Fe economy is diversified, with government, tourism, retail trade and industry being predominant. The State is the largest employer in the City. Most State department headquarters are located in the City. State and federal offices plus County and City offices combine to make the City the governmental center of the State. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Employment" herein. The central business district and shopping centers contain approximately 450 businesses. The City is also the service center for the northern-central region of the State. There are over 300 art galleries and dealers and over 70 antique dealers in the City, in addition to cultural markets on the Plaza. It is the second largest financial center in the State with ten commercial banks, four savings & loans, approximately 15 financial lending entities and six credit unions.

The City has a unique culture because of its multicultural history and the proximity of numerous Pueblo Indian villages. Indian pottery, weaving, silver and turquoise jewelry, Spanish wood carving and weaving, paintings, glass and a complete range of contemporary arts and crafts are produced and sold. Popular tourist attractions in the City include the oldest church and the oldest house in the United States; numerous buildings listed in the State Register of Historic Sites and Property; the oldest public building in the United States; the Plaza, which was the end of the Camino Real and Santa Fe Trail; and numerous museums and landmarks, including the Museum of Fine Arts, Museum of International Folk Art, Wheelwright Museum, Georgia O'Keeffe Museum and the Palace of the Governors. The Santa Fe National Forest and the Pecos Wilderness are also major tourist attractions. The Santa Fe Ski Basin and Santa Fe Opera are near the City. The City is a popular on-location site for both television and motion picture filming crews, including two western town movie sets nearby. The Laboratory of Anthropology is also located in the City and is a research center that has conducted thousands of archeological investigations.

A large segment of the City is controlled by historical zoning ordinances designed to maintain the Spanish architecture in the City. Numerous national, regional and State conventions are held in the City annually. Fiesta de Santa Fe, commemorating the return of the City to Spanish rule, is the oldest continuous community celebration in the United States.

St. John's College is a four-year institution of higher learning located in the City. The Santa Fe Community College is a two-year institution of higher learning within the City. See "ECONOMIC AND DEMOGRAPHIC INFORMATION—Education" herein. The New Mexico School for the Deaf and the Institute of American Indian Arts are also located in the City. There are three newspapers, including two daily newspapers, several radio stations, several local television stations and cable television serving the City.

Administration and City Government

The administrative offices of the City are located at 200 Lincoln Avenue, Santa Fe, New Mexico. The Council is the policymaking body of the City and manages and controls the City's finances and property. The eight members of the City Council (the "Council") are elected for staggered four-year terms. The Mayor is the chief executive officer of the City and presiding officer of the Council.

Prior to December 9, 1997, the City operated under a Mayor-Council/City Manager form of government. On December 9, 1997, the City adopted a home-rule charter ("Charter") form of government. The Charter form of government became effective March 15, 1998. Under an amendment to the Charter that became effective on March 12, 2018 (the "Charter Amendment"), the Mayor is authorized to vote on all matters that come before the Council. Under the Charter Amendment the Mayor has authority to appoint, with the consent of the Council, the City Manager, City Attorney, City Clerk and members of advisory commissions; may exercise control over and remove the City Manager, City Attorney and City Clerk; prepare an annual budget and proposed spending priority for review and approval by the City Finance Committee and Council.

The masthead of this Official Statement contains the names of the Mayor and the members of the Council.

Budget

The City's fiscal year begins on July 1 and ends on June 30. The City Manager is responsible for preparing the budget. After reviewing department requests and making adjustments as the City Manager deems necessary, the City Manager recommends to the Finance Committee of the City (the "Finance Committee") approval of the budget as the City Manager envisions the operations of the City for the coming fiscal year. The Finance Committee reviews the City Manager's recommendations, makes appropriate adjustments and recommends to the full Council for adoption of the budget. Finally, the Council reviews and adopts the budget. Prior to June 1, the City is required to submit a working draft of the budget to the Local Government Division of the State Department of Finance and Administration (the "Finance Department") for its approval. By July 20 of the new fiscal year, the City submits the budget to the Finance Department. Prior to the first Monday in September, the Finance Department must certify the budget with whatever adjustments it deems necessary to comply with State statutes. At mid-year, the City performs a budget review and adjusts the budget to reflect current conditions. Approval of the Finance Department is required for all budget increases, cash transfers between funds and budget transfers between departments within a fund or between funds. If adequate fund balances are available from the prior year, the City budgets expenditures in excess of revenues. The City budget is prepared using an estimate of anticipated revenues and expenditures.

Services

The City provides traditional services such as public safety and recreation, public works, highways and streets as well as water and sewer services and refuse collection. In addition, the City operates parking facilities, convention facilities, a golf course and an industrial park.

Employees

The City employs 1,402 persons, approximately 1,338 of whom are full-time employees, and approximately 54 of whom are part-time employees, including 10 elected officials.

Retirement Plans

Public Employees Retirement Association

Substantially all of the City's full-time employees participate in a public employee retirement system authorized under the Public Employees Retirement Act (Chapter 10, Article 11 NMSA 1978). The Public Employees Retirement Association ("PERA") is the administrator of the plan, which is a cost-sharing multi-employer defined benefit retirement plan. The plan provides retirement, disability benefits, survivor benefits, and cost-of-living adjustments to plan members and beneficiaries. PERA issues a separate, publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to PERA, P. O. Box 2123, Santa Fe, New Mexico 87504-2123.

The contribution requirements of defined benefit plan members and the City of Santa Fe are established in state statute under Chapter 10, Article 11, NMSA 1978. The contribution requirements may be amended by acts of the legislature. For employer and employee contribution rates in effect for FY18 for the various PERA coverage options, for both Tier I and Tier II, see the tables available in the PERA FY18 annual audit report available at www.nmpera.org. The PERA coverage options that apply to the City are the Municipal General Division, Municipal Police Division and Municipal Fire Division. Statutorily required contributions to the pension plan from the City were $11,289,958 for the fiscal year ended June 30, 2024.

On June 25, 2012, the Governmental Accounting Standards Board approved Statement No. 68 which requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Statement No. 68 requires cost-sharing employers, such as the City, to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. Statement No. 68 is effective for fiscal years beginning after June 15, 2014. For Fiscal Year ended June 30, 2024, the City reported the following proportionate shares of PERA's net pension liability: $102,554,027 for PERA Fund Municipal General Division, $40,803,876 for PERA Fund Municipal Police Division, and $57,993,806 for the PERA Municipal Fire Division.

New Mexico Retiree Health Care Authority

The City offers other post-employment benefits through the Retiree Health Care Fund, a cost-sharing multiple employer defined benefit plan administered by the New Mexico Retiree Healthcare Authority. This plan is used to provide post-employment health insurance benefits for eligible employees and their dependents. The contribution requirements are established by and may be amended by the statute. The City's contribution to the fund for Fiscal Year 2023, the most recent year for which information is available, was $1,759,581. For additional information regarding the post-employment benefit plan, please refer to "Notes to Required Supplementary Information" at p. 138 of the City's audited financial statements for Fiscal Year ended June 30, 2024.

SUMMARY OF INDEBTEDNESS

The table below summarizes all outstanding general obligation and revenue bond obligations of the City as of June 30, 2025:

Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2013B	13,780,000	3.00%-5.00%	6/1/36	9,460,000
General Obligation Bonds, Series 2013	12,000,000	1.75%-4.00%	8/1/32	6,570,000
Gross Receipts Tax Improvement Revenue Bonds, Series 2014	15,460,000	2.25%-5.00%	6/1/29	11,080,000
General Obligation Bonds, Series 2014	5,800,000	3.00%-4.00%	8/1/34	3,765,000
Water Utility System Refunding Revenue Bonds, Series 2016	36,665,000	2.00%-5.00%	6/1/39	29,070,000
Senior Lien Gross Receipts Tax Refunding Bonds, Series 2016B	21,900,000	2.00%-5.00%	6/1/35	4,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2016D	2,020,000	2.00%-5.00%	6/1/28	920,000
Taxable Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2017	4,530,000	1.42%-3.56%	6/1/33	2,775,000
Gasoline Tax/Subordinate Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018	10,290,000	3.00%-5.00%	6/1/28	4,745,000
Senior Lien Gross Receipts Tax Improvement Revenue Bonds, Series 2018A	20,000,000	5.00%	6/1/38	16,985,000
Net Wastewater Utility System / Environmental Services Gross Receipts Tax Improvement Revenue Bonds Series 2019 (Climate Bond Certified / Green Bonds)	13,550,000	4.00%-5.00%	6/1/38	12,360,000
General Obligation Bonds, Series 2019	5,445,000	5.00%	8/1/29	3,525,000
Subordinate Lien Gross Receipts Tax Refunding Revenue Bonds, Series 2021	13,590,000			2,660,000
Total	**175,030,000**			**$110,975,000**

In addition to its outstanding revenue and general obligation bonds referenced above, the City has loans payable to the New Mexico Finance Authority from various revenue sources. The table below summarizes the outstanding loans of the City as of June 30, 2025.

Category of Indebtedness	Original Principal Amount	Interest Rate	Date of Final Maturity	Amount Outstanding
Convention Center	$33,790,000	3.00-5.00%	June 2035	$21,030,000
Drinking Water Loan (Buckman DW-2)	15,150,000	2.00%	June 2029	4,368,611
College Refunding Loan	23,705,000	2.362%-3.924%	June 2039	18,055,000
Drinking Water Loan (Buckman DW-4)	2,445,292	2.00%	June 2035	1,376,073
Transit Buses	3,500,000	2.41%	June 2026	332,163
Parking Facilities Loan	1,575,000	1.820%-2.150%	June 2027	415,000
Guaranteed Energy Savings Lease Purchase Transaction	17,244,894	2.145%	December, 2039	14,962,398
Total Loan Obligations	**$97,410,186**			**$60,539,245**

Education

Santa Fe Public Schools

The Santa Fe Public School District is a political subdivision of the State organized for the purpose of operating and maintaining an education program for school-age children residing within its boundaries. Currently the District operates and maintains a variety of facilities in meeting its obligation to provide an educational program within its boundaries that cover 1,016 square miles with an estimated population of 125,000. The District is fourth largest district in the State with a 2024-25 student enrollment of 11,769. The District operates thirty school sites – two comprehensive high schools, four alternative high schools, an International Baccalaureate (IB) school which serves grades 7-12, 19 middle schools, 21 elementary schools, and 6 K-8 community schools. In addition, within the District there is one district charter school and five State charter schools. The District's educational program additional includes vocational, technical and occupational training.

Santa Fe Community College

Santa Fe Community College is a co-educational community college offering 2-year Associate of Arts, Associate of Science, and Associate of Applied Science degrees. The Community College occupies 366 acres within the County of Santa Fe and purchased five acres in the City of Santa Fe and built a 30,000

square foot building. The College has a faculty of approximately 65 full-time and 599 adjunct faculty, serving approximately 4,500 students.

St. John's College

St. John's College is a private, co-educational 4-year liberal arts college. The College's undergraduate program is an all-required course of study based on the classic works of western civilization. The College has an enrollment of approximately 450 students, with a faculty-student ratio of 1:7. The College offers a graduate degree program leading to a Master of Arts in Liberal Arts degree.

New Mexico School for the Deaf

The New Mexico School for the Deaf is a state institution serving New Mexico children with permanent hearing loss from birth through age 22. The School provides a rigorous academic program that focuses on language and literacy development and critical thinking skills. The School's curriculum conforms to New Mexico state standards and benchmarks. The School's 30-acre campus is located in the City of Santa Fe and provides housing for up to 96 residential students.

TAX EXEMPTION

In the opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A., Bond Counsel, to be delivered at the time of original issuance of the Bonds, under existing laws, regulations rulings and judicial decisions, and assuming compliance with covenants described herein, interest on Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference under Section 57 of the Code (as defined below) for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is also of the opinion, based on existing laws of the State of New Mexico as enacted and construed, that interest on the Bonds is exempt from all taxation by the State of New Mexico or any political subdivision thereof.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal tax purposes of interest on obligations such as the Bonds. The City has made various representations and warranties with respect to, and has covenanted in the Bond Ordinance and other documents, instruments and certificates to comply with the applicable provisions of the Code to assure that interest on the Bonds will not become includible in gross income. Failure to comply with these covenants or the inaccuracy of these representations and warranties may result in interest on the Bonds being included in gross income from the date of issue of the Bonds. The opinion of Bond Counsel assumes compliance with the covenants and the accuracy of such representations and warranties.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Before purchasing any of the Bonds, potential purchasers should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

The opinions expressed by Bond Counsel are based upon existing law as of the date of issuance and delivery of the Bonds, and Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any pending legislation.

From time to time, there are legislative proposals in Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted, it would apply to Bonds issued prior to enactment. Each purchaser of the Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. None of the Municipal Advisor, the Underwriter, or Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes. None of the City, the Municipal Advisor, the Underwriters or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

Original Issue Premium

Certain maturities of the Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a bond through reductions in the holders' tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the bond rather than creating a deductible expense or loss. Holders of Bonds offered at an original issue premium should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount

Certain maturities of the Bonds may be offered at a discount ("original issue discount") equal generally to the difference between public offering price and principal amount. For federal income tax purposes, original issue discount on a bond accrues periodically over the term of the bond as interest with the same tax exemption and alternative minimum tax status as regular interest. The accrual of original issue discount increases the holder's tax basis in the bond for determining taxable gain or loss from sale or from redemption prior to maturity. Holders of Bonds offered at an original issue discount should consult their tax advisors for an explanation of the accrual rules.

Internal Revenue Service Audit Program

The Internal Revenue Service (the "Service") has an ongoing program auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. No assurances can be given as to whether the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service will treat the City as the taxpayer and the Bond owners may have no right to participate in such procedure. Neither the Municipal Advisor, the initial purchasers of the Bonds nor Bond Counsel is obligated to defend the tax-exempt status of the Bonds. The City has covenanted in the Bond Ordinance not to take any action that would cause the interest on the Bonds to become includable in gross income except to the extent described above for the owners thereof for federal income tax purposes.

None of the City, the Municipal Advisor, the initial purchasers of the Bonds, or Bond Counsel is responsible to pay or reimburse the costs of any Bond owner with respect to any audit or litigation relating to the Bonds.

FINANCIAL STATEMENTS

Appendix A contains the Audited Financial Statements of the City for the fiscal year ended June 30, 2024 (the "2024 Report"). The audited financial statements referred to above have been audited by Carr, Riggs & Ingram, L.L.C., Albuquerque, New Mexico, independent certified public accountants (the "Auditor"), whose report with respect thereto (the "Report") also appears in Appendix A hereto.

CONTINUING DISCLOSURE

In connection with the issuance of the 2025 Bonds, the City will execute a Continuing Disclosure Undertaking, in the form attached hereto as Appendix C, under which it will agree for the benefit of the owners of the 2025 Bonds to provide audited annual financial statements of the City when available after the end of each Fiscal Year, and to provide certain annual financial information and operating data relating to the City and timely notice of certain events.

The City believes that it has not been in default under its existing continuing disclosure agreements with respect to the filing of audited annual financial statements and annual financial information and notice of certain events as required by Rule 15c2-12.

LITIGATION

At the time of the original delivery of the Bonds, the City will deliver a no-litigation certificate to the effect that no litigation or administrative action or proceeding is pending or, to the knowledge of the appropriate City officials, threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, effectiveness of the Bond Ordinance, or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds.

RATINGS

The Bonds have received a rating of "___" on the Bonds from Fitch Ratings Group ("Fitch") and has received a rating of "___" from S&P Global Ratings, a division of the McGraw-Hill Companies, Inc. ("S&P"). An explanation of the significance of the rating given by Fitch may be obtained from Fitch at One State Street Plaza, New York, New York 10004, and from S&P at 55 Water Street, 38th Floor, New York, New York 10041.

Such ratings reflect only the view of such rating agencies, and there is no assurance that such ratings will continue for any given period of time after obtained or that such ratings will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. Neither the City nor the Underwriter has undertaken any responsibility to bring to the attention of the owners of the Bonds any proposed change in or withdrawal of such rating once received or to oppose any such proposed revision.

MUNICIPAL ADVISOR

Hilltop Securities Inc. is employed as Municipal Advisor to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop Securities Inc., in its capacity as Municipal Advisor, has relied on the opinion of Bond Counsel and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Municipal Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

LEGAL MATTERS

Modrall, Sperling, Roehl, Harris & Sisk, P.A., Albuquerque, New Mexico, Bond Counsel, will render an opinion with respect to the validity of the Bonds and with respect to tax matters described above under "TAX EXEMPTION". The proposed form of such opinion is attached hereto as Appendix A. Modrall, Sperling, Roehl, Harris & Sisk, P.A., has also acted as special counsel to the City in connection with the preparation of this Official Statement. Certain legal matters will be passed upon for the City by Erin K. McSherry, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriter by McCall, Parkhurst & Horton L.L.P., Dallas, Texas.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a no-litigation certificate (described above under "LITIGATION") will be delivered by the City when the Bonds are delivered. The City will at that time also provide a certificate relating to the accuracy and completeness of this Official Statement.

MISCELLANEOUS

References are made herein to certain laws, ordinances, documents, agreements and reports which are brief summaries thereof and which do not purport to be complete or definitive. Reference is made to such documents and reports for full and complete statements of the content thereof.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the City and the purchasers or owners of any of the Bonds.

OFFICIAL STATEMENT CERTIFICATION

As of the date hereof, this Official Statement is true to the best of my knowledge, complete and correct in all material respects, and does not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading.

The preparation of this Official Statement and its distribution have been authorized by the City Council. The Official Statement is hereby duly approved by the City Council as of the date on the cover page hereof.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

APPENDIX A

OPINION OF BOND COUNSEL

_____, 2025

City of Santa Fe
Santa Fe, New Mexico

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Ladies and Gentlemen:

We have acted as bond counsel to the City of Santa Fe (the "City"), Santa Fe County, State of New Mexico (the "State"), in connection with the issuance and sale of its $25,000,000 General Obligation Improvement Bonds, Series 2025 (the "Bonds"), dated August ___, 2025, with interest payable on February 1, 2026, and semi-annually thereafter on February 1 and August 1 in each year in which the Bonds are outstanding, being issued in registered form and maturing serially on August 1 in the years 2031 through 2046, inclusive. The Bonds are being issued pursuant to Ordinance No.07 adopted by the City Council on June 25, 2025 and the Pricing Certificate executed on August __, 2025 (together, the "Bond Ordinance").

We have examined the transcript of proceedings (the "Transcript") relating to the issuance of the Bonds and the law under authority of which the Bonds are issued. Based on our examination, we are of the opinion that, under the law existing on the date of this opinion, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Bonds constitute legal, valid and binding general obligation debt of the City and the principal of and interest on the Bonds, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes on all property within the City subject to ad valorem taxes levied by the City, which taxes are unlimited as to rate or amount.

2. Under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), as amended, and is not a specific item of tax preference for purposes of the federal alternative minimum tax under the Code; however, interest on the Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. Although we are of the opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. We call your attention to the fact that the interest on tax-exempt obligations, such as the Bonds, may be includable in a corporation's adjusted financial statement income for purposes of determining the alternative minimum tax imposed on certain corporations by section 55 of the Code. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

3. The Bonds and the income from the Bonds are exempt from all taxation by the State or any political subdivision of the State.

The opinions set forth above in paragraph 2 are subject to continuing compliance by the City with covenants regarding federal tax law contained in the proceedings and other documents relevant to the issuance by the City of the Bonds. Failure to comply with these covenants may result in interest on the Bonds being included in gross income retroactive to their date of issuance. The obligations of the City related to the Bonds are subject to the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State and to the exercise by the United States of the powers (including bankruptcy powers) delegated to it by the United States Constitution. The obligations of the City and the security provided therefor, as contained in the Bond Ordinance, may be subject to general principles of equity which permit the exercise of judicial discretion and are subject to the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of result. We express no opinion with respect to any pending legislation.

We are passing upon only those matters set forth in this opinion and are not passing upon the accuracy or completeness of any statement made in connection with any sale of the Bonds or upon any tax consequences arising from the receipt or accrual or interest on, or the ownership of, the Bonds except those specifically addressed in paragraphs 2 and 3 above.

Respectfully submitted,

APPENDIX B

AUDITED FINANCIAL STATEMENTS JUNE 30, 2018

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

Section 1. Recitals. This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Santa Fe, New Mexico (the "City"), in connection with the issuance of the City of Santa Fe, New Mexico General Obligation Improvement Bonds, Series 2025 (the "Series 2025 Bonds" or the "Bonds"). The Bonds are being issued pursuant to Ordinance No. _____adopted by the Governing Body of the City on June 25, 2025, as supplemented by a Pricing Certificate executed on August ___, 2025 (together, the "Bond Ordinance"). Pursuant to the Bond Ordinance, to allow the owners of the Bonds to comply with the Rule (defined below), the City is required to make certain continuing disclosure undertakings for the benefit of owners (including beneficial owners) of the Bonds (the "Owners"). This Undertaking is intended to satisfy the requirements of the Rule.

Section 2. Definitions.

"Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles, as in effect from time to time ("GAAP"), for governmental units as prescribed by the Governmental Accounting Standards Board ("GASB")) and operating data with respect to the City, delivered at least annually pursuant to Sections 3(a) and 3(b) of this Undertaking, consisting of information of the type set forth under the captions "DEBT AND OTHER FINANCIAL OBLIGATIONS" and "FINANCES OF THE CITY" (tables 1 – 10) in the Official Statement.

"Audited Financial Statements" means the annual financial statements for the City, prepared in accordance with generally accepted accounting principles consistently applied, as in effect from time to time, audited by a firm of certified public accountants.

"EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System located on its website at emma.msrb.org.

"Events" means any of the events listed in Section 4(a) of this Disclosure Undertaking.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided however that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

"Fiscal Year" means the Fiscal Year of the City, ending June 30.

"Official Statement" means the Official Statement dated August ___, 2025, delivered in connection with the original issue and sale of the Series 2025 Bonds.

"Owners" means the registered owners of the Series 2025 Bonds, and so long as the Series 2025 Bonds are subject to the book-entry system, any Beneficial Owner, as such term is defined in the Bond Ordinance.

"Report Date" means March 31 of each year, beginning in 2026.

"Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, Section 240.15c2-12), as the same may be amended from time to time.

"Rule 15c2-12" or "Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information.

(a) The City, or its designated agent, will provide the Annual Financial Information for the preceding fiscal year to EMMA on or before each Report Date while the Bonds are outstanding.

(b) Annual Financial Information shall be provided by the City not later than 270 days after the end of each Fiscal Year. If not filed with the Annual Financial Information, the Audited Financial Statements will be provided when available.

(c) The City, or its designated agent, may provide Annual Financial Information by specific reference to other documents, including information reports and official statements relating to other debt issues of the City, which have been submitted to EMMA or filed with the SEC; provided, however, that if the document so referenced is a "final official statement" within the meaning of the Rule, such final official statement must also be available from the MSRB.

Section 4. Reporting of Events.

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the following Events with respect to the Series 2025 Bonds:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2025 Bonds;

7. modifications to the rights of the security holders, if material;

8. bond calls, if material, or tender offers;

9. defeasances;

10. release, substitution or sale of property securing repayment of the Series 2025 Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or a similar event with respect to the City or an obligated person;

13. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee, or a change of name of a trustee, if material;

15. the incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) At any time the Series 2025 Bonds are outstanding and the City obtains knowledge of the occurrence of an Event, the City shall file, in a timely manner not in excess of ten (10) business days after the occurrence of the event, a notice of such occurrence with EMMA.

(c) At any time that the Series 2025 Bonds are outstanding, the City or its designated agent, shall provide to EMMA, notice in a timely manner not in excess of ten (10) business days after the occurrence of any failure of the City to timely provide the Annual Financial Information and Audited Financial Statements as specified in Section 3 hereof.

Section 5. Term. This Disclosure Undertaking shall be in effect from and after the issuance and delivery of the Series 2025 Bonds and shall extend to the earliest of (a) the date all principal and interest

on the Series 2025 Bonds are deemed paid or legally defeased pursuant to the terms of the Bond Ordinance; (b) the date that the City is no longer an "obligated person" with respect to the Series 2025 Bonds within the meaning of the Rule; and (c) the date on which those portions of the Rule which require this Disclosure Undertaking are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2025 Bonds, the determination of (a), (b) or (c) herein to be made in any manner deemed appropriate by the City, including by an opinion of Counsel experienced in federal securities laws selected by the City. The City shall file a notice of any such termination with EMMA.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, if (a) such amendment or waiver is consented to by the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds obtained in the manner prescribed by the Bond Ordinance or (b) if such amendment or waiver is otherwise consistent with the Rule, as determined by an opinion of Counsel experienced in federal securities laws selected by the City. Written notice of any such amendment or waiver shall be provided by the City to EMMA, and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The City shall provide notice of any such amendment or waiver to EMMA.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Disclosure Undertaking; provided that the City shall not be required to do so. If the City chooses to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future annual filing or notice of occurrence of an Event.

Section 8. Default and Enforcement. If the City fails to comply with any provision of this Disclosure Undertaking, any Owner of the Series 2025 Bonds may take action to seek specific performance by court order to compel the City to comply with its obligations under this Disclosure Undertaking; provided that any Owner of the Series 2025 Bonds seeking to require the City to so comply shall first provide at least 30 days' prior written notice to the City of the City's failure (giving reasonable details of such failure), following which notice the City shall have 30 days to comply and, provided further, that only the Owners of no less than a majority in aggregate principal amount of the Series 2025 Bonds may take action to seek specific performance in connection with a challenge to the adequacy of the information provided by the City in accordance with this Disclosure Undertaking, after notice and opportunity to comply as provided herein, and such action shall be taken only in a court of competent jurisdiction in the State of New Mexico. A DEFAULT UNDER THIS DISCLOSURE UNDERTAKING SHALL NOT BE DEEMED AN EVENT OF DEFAULT UNDER THE BOND ORDINANCE OR THE SERIES 2025 Bonds, AND THE SOLE REMEDY UNDER THIS DISCLOSURE UNDERTAKING IN THE EVENT OF ANY FAILURE OF THE CITY TO COMPLY WITH THIS DISCLOSURE UNDERTAKING SHALL BE AN ACTION TO COMPEL PERFORMANCE.

Section 9. Beneficiaries. The Disclosure Undertaking shall inure solely to the benefit of the City, the Underwriter and Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

Section 10. Requesting Information. Persons seeking to obtain the Annual Financial Information, including the Audited Financial Statements, may obtain such information by contacting the City Director of Finance at 200 Lincoln Avenue, Santa Fe, New Mexico 87501 (505) 955-____.

Section 11. Governing Law. This Undertaking is governed by and is to be construed in accordance with the law of the State.

Dated: August ___, 2025

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

[End of form of Continuing Disclosure Undertaking]

APPENDIX D

OFFICIAL NOTICE OF BOND SALE

$25,000,000

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

PUBLIC NOTICE IS HEREBY GIVEN that electronic bids will be received by the Finance Director of the City of Santa Fe, New Mexico (the "City"), for the purchase of all of the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds"), more particularly described below. The Finance Director will award the 2025 Bonds to the best bidder therefor at 2:00 p.m. prevailing Mountain Time on _____, 2025.

Bids for the purchase of the 2025 Bonds will be accepted through the Grant Street Group electronic bidding web site ("Grant Street Group") at www.grantstreet.com. No other method of submitting bids will be accepted. The date and time for submitting bids will be as follows:

Bid Date: _____, 2025
Bid Time: Between 10:00 a.m. and 10:30 a.m. Eastern Time
(Between 8:00 a.m. and 8:30 a.m. prevailing Mountain Time)
Submit Bid to: www.grantstreet.com

Information related to this auction can be obtained from Grant Street Group Auction Support at (412) 391-5555 (x370), attention John Carver.

To bid, bidders must have both (1) completed the registration form on the Grant Street Group website and (2) requested and received admission to the City's auction, as described under "TERMS OF SALE - Submission of Bids" below. The use of Grant Street Group shall be at the bidder's risk and expense, and the City shall have no liability with respect thereto.

None of the City, Grant Street Group, the Financial Advisor, or Bond Counsel shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate, or untimely bid submitted by Internet transmission by such bidder, including, without limitation, by reason of garbled transmissions, mechanical failure, engaged telephone or telecommunications lines, or any other cause arising from delivery by Internet transmission. Additionally, the Grant Street Group time stamp will govern the receipt of all bids. The official bid clock does not automatically refresh. Bidders must refresh the auction page periodically to monitor the progression of the bid clock and to ensure that their bid will be submitted prior to the termination of the auction. All bids will be deemed to incorporate the provisions of this Official Notice of Bond Sale.

This Official Notice of Bond Sale, and the information set forth herein, are not to be treated as a complete disclosure of all relevant information with respect to the 2025 Bonds. The information set forth herein is subject, in all respects, to a more complete description of the 2025 Bonds and the security therefore set forth in the Preliminary Official Statement dated _____, 2025 (the "Preliminary Official Statement").

BOND DETAILS

The 2025 Bonds will be issued in the aggregate principal amount of $25,000,000. The 2025 Bonds and the interest thereon are general obligations of the City. The City has prepared the Preliminary Official Statement relating to the 2025 Bonds, which is deemed by the City to be final as of its date for purposes of allowing bidders to comply with Rule 15c2-12 of the Securities Exchange Commission ("the Rule"), except for the omission of certain information as permitted by the Rule. Details of the 2025 Bonds, including maturities, redemption provisions, payment dates and security for payment are contained in the Preliminary Official Statement. The Preliminary Official Statement is subject to revision, amendment and completion in a Final Official Statement.

Official Statement. The Preliminary Official Statement may be viewed and downloaded from www.grantstreet.com or a physical copy may be obtained by contacting the City or the Financial Advisor, see "TERMS OF SALE - Information" below.

The City will make available to the winning bidder, within seven business days after the award of the sale of the 2025 Bonds, the Final Official Statement which is to be downloaded from www.grantstreet.com. Ten (10) physical copies of the Final Official Statement also will be provided to the winning bidder at that time; provided, however, the winning bidder must cooperate in providing the information required to complete the Final Official Statement. Additional copies of the Final Official Statement may be provided at the expense of the winning bidder.

The winning bidder shall comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board.

TERMS OF SALE

Submission of Bids. All bids must be submitted only by electronic bidding on Grant Street Group at www.grantstreet.com. No other provider of bidding services and no other means of delivery (i.e. telephone, telefax or physical delivery) will be accepted. Bidding for the 2025 Bonds will begin at 10:00 a.m., prevailing Eastern Time (8:00 a.m. Mountain Time), as indicated above. The receipt of bids will end promptly at 10:30 a.m., prevailing Eastern Time (8:30 a.m. Mountain Time), unless extended in accordance with the two-minute rule described herein. If any bid becomes a leading bid two (2) minutes prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such new leading bid was received by Grant Street Group. The auction end time will continue to be extended, indefinitely, until a single leading bid remains the leading bid for at least two (2) minutes.

To bid, bidders must first visit the Grant Street Group website where, if they have not previously registered with Grant Street Group, they can register and then request admission to bid on the 2025 Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with Grant Street Group may call **(412) 391-5555, x 370, attention John Carver**, for their ID Number or password.

Rules of Grant Street Group. Bidders must comply with, and all bids must be made in accordance with, the Rules of Grant Street Group in addition to the requirements of this Official Notice of Bond Sale. The Rules of Grant Street Group can be viewed on the Grant Street Group website and are incorporated herein by reference. In the event the Rules of Grant Street Group conflict with this Official Notice of Bond Sale, this Official Notice of Bond Sale shall prevail.

Bidding Parameters. Bidders are required to submit unconditional all-or-none bids specifying the rate of interest at which the bidder will purchase all of the 2025 Bonds. Interest shall be bid in multiples of 1/20th or 1/8th percentum and only one interest rate may be bid for each maturity of the 2025 Bonds. The maximum interest rate may not exceed 5% and the maximum interest rate specified for any maturity of the 2025 Bonds may not exceed the minimum interest rate specified for any maturity of the 2025 Bonds by more than 3 percent (3%). The maximum net effective interest rate of the 2025 Bonds shall not exceed ten percent (10%) per annum.

The 2025 Bonds will not be sold at less than 100% of par.

Term Bonds. A bidder may elect to have all or a portion of the 2025 Bonds scheduled to mature in consecutive years issued as one or more term bonds ("Term Bonds") scheduled to mature in the latest of the consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth in the Preliminary Official Statement; however, not less than all 2025 Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements.

Adjustment of principal amounts, modification or clarification prior to examination of bids. The Finance Director Manager, in consultation with the City's financial and bond advisors, in the Finance Director's sole discretion and prior to the examination of bids, may (i) adjust the aggregate principal amount set forth herein or may adjust the principal amount of each series without increasing the aggregate principal amount of the 2025 Bonds; (ii) adjust individual maturities, and/or (iii) modify or clarify any other term hereof, including the date on which bids for the 2025 Bonds will be received, by issuing a notification of the adjusted series, amounts, modification or clarification via Thomson Municipal News ("TM3") and/or Grant Street Group platform and/or Bloomberg Financial Services no later than 8:00 a.m., Mountain Time, on the Bid Date.

Adjustments to principal amounts after determination of best bid. The aggregate principal amount of the 2025 Bonds is subject to increase or reduction, and each scheduled maturity thereof is subject to increase or reduction, by the Finance Director after the determination of the Best Bid (defined below). Such adjustments will be made within no more than two (2) hours after the end of the time of bid examination and will be in the sole discretion of the City. To cooperate with any adjustment in the principal amounts, the Purchaser is required to indicate by e-mail to Emily K. Oster, Finance Director, at ekoster@santafenm.gov or such other address as may be indicated by the City Manager within one-half (1/2) hour after the end of the time of bid examination, the amount of any original issue discount or premium on any maturity of the 2025 Bonds, the initial offering price of each maturity, the cost of bond insurance, if any, and the amount received from the sale of the 2025 Bonds to the public that will be retained by the Purchaser as its compensation.

The Finance Director, in consultation with the City's financial and bond advisors, may change the dollar amount bid by the Purchaser if the aggregate principal amount of the 2025 Bonds is adjusted as described below, but the interest rates specified by the Purchaser for all maturities will not change. The Finance Director, in consultation with the City's financial and bond advisors, will make every effort to ensure that the percentage net compensation to the Purchaser (i.e., the percentage resulting from dividing (i) the aggregate difference between the offering price of the 2025 Bonds to the public and the price to be paid to the City, less any bond insurance premium to be paid by the bidder, by (ii) the principal amount of the 2025 Bonds) does not increase or decrease from the amount of such compensation if no adjustment was made to principal amounts shown in the maturity schedule. The City will notify the Purchaser of the final principal amounts and the resulting adjusted prices no later than 12:00 p.m. prevailing Mountain Time on the day of the sale and award of the 2025 Bonds. THE PURCHASER MAY NOT WITHDRAW OR MODIFY ITS BID ONCE SUBMITTED TO THE CITY FOR ANY REASON, INCLUDING, WITHOUT

LIMITATION, AS A RESULT OF ANY INCREASE OR DECREASE IN THE FINAL PRINCIPAL AMOUNTS AND THE AGGREGATE PURCHASE PRICE OF THE 2025 BONDS.

Information Regarding Bids. Bidders may change and submit bids as many times as they wish during the bidding; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") with respect to a bid when compared to the immediately preceding bid of such bidder. During the bidding, no bidder will see any other bidder's bid, but each bidder will be able to see its own ranking (*i.e.*, "Leader," "Cover," "3rd," etc.).

Bids Constitute an Irrevocable Offer. Each bid submitted through Grant Street Group shall be deemed an irrevocable offer to purchase the 2025 Bonds on the terms provided in this Official Notice of Bond Sale and shall be binding upon the bidder.

Basis of Award. The 2025 Bonds will be sold to the bidder or bidders offering to purchase the same at the lowest true interest cost. The actuarial yield on the 2025 Bonds using the true interest cost method will be computed at that yield which, if used to compute the present value of all payments of principal and interest on the 2025 Bonds as of _____, 2025 (the "Sale Date"), produces an amount equal to the aggregate bid price. Such calculation will be made based upon a 360-day year and a semiannual interval for compounding.

The winning bid or bids will be indicated on Grant Street Group and the auction results, as posted on such website, will be subject to verification by the City. The City will verify the auction results immediately following the close of the bidding period and notice of confirmation by the City of the winning bidder or bidders will be made by a posting on Grant Street Group stating "Auction Results Verified and Confirmed."

An award may be made by the City to any bidder in a principal amount less than the principal amount of the 2025 Bonds for which the bid is submitted. Further, in the event of an award by the City for a principal amount less than the principal amount the bidder submitted, any premium bid shall be ratably reduced. If two or more bids have the same true interest cost, the first bid submitted, as determined by reference to the time stamp displayed on Grant Street Group, shall be deemed to be the leading bid.

Sale Reservations. The City reserves the right (a) to reject any and all bids for any 2025 Bonds, (b) to reoffer any 2025 Bonds for public sale, and (c) to waive any irregularity or informality in any bid.

Good Faith Deposit Not Required to Bid. A good faith deposit will not be required in connection with the submission of any bid for the 2025 Bonds. The winning bidder will be required to submit a Bid Award Deposit (see "Bid Award Deposit" below).

Bid Award Deposit. Not later than 12:00 p.m., prevailing Mountain Time on September 28, 2025 , the winning bidder is required to submit a Bid Award Deposit of $500,000. All Bid Award Deposits must be made in good funds by wire transfer of the required amount to an account specified by the City Manager and provided to the winning bidder after the sale of the 2025 Bonds.

No interest will be paid by the City on the amount of the Bid Award Deposit. The proceeds of the Bid Award Deposit of the winning bidder will be applied to the purchase price of the 2025 Bonds, or in the event of the failure of a winning bidder to take up and pay for the 2025 Bonds in compliance with the terms of the bid, at the option of the City, its Bid Award Deposit may be retained as liquidated damages, as partial payment of actual damages or as security for any other remedy available to the City.

Manner and Time of Delivery. The 2025 Bonds will be delivered to DTC for the account of the winning bidder or bidders at the expense of the City on _____, 2025, or such later date as the City and the winning bidder may agree. Payment of the purchase price due at delivery must be made in Federal Reserve funds for immediate and unconditional credit to the City.

Continuing Disclosure Undertaking. The City has covenanted to provide, in a timely manner, on the Electronic Municipal Market Access (EMMA) Website maintained by the Municipal Securities Rulemaking Board notice of the occurrence of specified, material events. The City has not failed to comply with any of its previous undertakings under Rule 15c2-12, except as disclosed in the Preliminary Official Statement.

State Securities Laws. The City has taken no action to qualify the offer or sale of the 2025 Bonds under the securities laws of any state. Should any such qualification be necessary, the City agrees to cooperate with the winning bidder in such matters, provided that the City reserves the right not to consent to service of process outside its boundaries and expenses related to any such qualification shall be the responsibility of the winning bidder.

CUSIP Numbers. CUSIP numbers will be issued at the cost of the winning bidder, and printed on the 2025 Bonds at the expense of the City. Any error or omission in printing such numbers on the 2025 Bonds will not constitute cause for any winning bidder to refuse delivery of any 2025 Bond.

Legal Opinion, Certificates and Transcript. The validity and enforceability of the 2025 Bonds will be approved by the City's Bond Counsel. A copy of the form of the opinion of Bond Counsel is attached as an exhibit to the Preliminary Official Statement.

The purchaser of the 2025 Bonds will receive a certified transcript of legal proceedings which will include, among other items:

(a) a certificate of the City to the effect that, as of its date, the Preliminary Official Statement was deemed final within the meaning of Rule 15c2-12, except for the omissions permitted under Rule 15c2-12;

(b) a certificate of the City to the effect that there is no litigation pending or, to its knowledge, threatened affecting the validity of the 2025 Bonds as of the date of their delivery; and

(c) a certificate of the City to the effect that, as of the date of the Official Statement and at all times to and including the date of delivery of the 2025 Bonds, the Official Statement did not contain any untrue statement of a material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Establishment of Issue Price (Hold-the-Offering Price Rule May Apply if Competitive Sale Requirements are Not Satisfied): The winning bidder shall assist the City in establishing the issue price of the 2025 Bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City, and Bond Counsel. All actions to be taken by the City to establish the issue price of the 2025 Bonds may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(a) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the 2025 Bonds) will apply to the initial sale of the 2025 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate a Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

(iv) the City anticipates awarding the sale of the 2025 Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to the Notice of Sale shall be considered a firm offer for the purchase of the 2025 Bonds, as specified in the bid.

In the event that the competitive sale requirements described above in subparagraph (a) are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of each maturity of the 2025 Bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the 2025 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the 2025 Bonds satisfies the 10% test as of the date and time of the award of the 2025 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the 2025 Bonds, which maturities of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule during the Holding Period, as defined in subparagraph (d)(i) below. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the 2025 Bonds. Bidders should prepare their bids on the assumption that all of the maturities of the 2025 Bonds will be subject to the 10% test in order to establish the issue price of the 2025 Bonds.

(b) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of

any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the 2025 Bonds.

(c) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement, and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the 2025 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold 2025 Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the 2025 Bonds of that maturity or all 2025 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(d) The following terms are defined below:

(i) Hold-the-Offering-Price Maturity means a maturity of the 2025 Bonds of which less than 10% has been sold to the Public on the Sale Date.

(ii) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date, or (b) the date on which the winning bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(iii) Maturity means 2025 Bonds with the same credit and payment terms. Bond with different maturity dates, or 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(iv) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(v) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2025 Bonds. The Sale Date of the 2025 Bonds is expected to be _____, 2025.

(vi) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2025 Bonds to the to the Public).

Postponement of Sale. The City reserves the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by posting on Grant Street Group prior to commencement of the bidding. If any date and time fixed for the receipt of bids and the sale of the 2025 Bonds is postponed, an alternative sale date and time will be announced at least one business day prior to such alternative sale date. On any such alternative sale date and time, any bidder may submit bids electronically as described above for the purchase of the 2025 Bonds in conformity in all respects with the provision of this Official Notice of Bond Sale, except for the date and time of sale and except for any changes announced by posting on Grant Street Group at the time the sale date and time are announced, or in accordance with the section of this Official Notice of Bond Sale entitled

Adjustment of principal amounts, modification or clarification prior to examination of bids. The City reserves the right to adjust the principal amounts of the 2025 Bonds prior to commencement of bidding.

Rating. A rating has been applied for to Standard and Poor's Ratings Services.

Information. Copies (in reasonable quantities) of this Official Notice of Bond Sale, the Preliminary Official Statement, and other information concerning the City and the 2025 Bonds may be obtained from:

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
717 N Harwood St, Suite 3400 | Dallas, TX 75201
direct: 214.953.8705 | work mobile: 469.830.2205
george.williford@hilltopsecurities.com |

The date of this Official Notice of Bond Sale is _____, 2025.

CITY OF SANTA FE, NEW MEXICO

CITY OF SANTA FE, NEW MEXICO
General Obligation Improvement Bonds
Series 2025

OFFICIAL BID FORM (_____, 2025)

City of Santa Fe, New Mexico
c/o

George H. Williford
Hilltop Securities Inc.
Managing Director | Investment Banker
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direct: 214.953.8705 | work mobile: 469.830.2205
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Finance Director:

Pursuant to the City of Santa Fe "Official Notice of Bond Sale," dated _____, 2025, relating to the City's General Obligation Improvement Bonds, Series 2025 (the "2025 Bonds") in the principal amount of $25,000,000, which by reference is made a part hereof, we submit the following bid:

For your legally issued Bonds as described in the Official Notice of Bond Sale, we will pay you par, plus accrued interest, if any, from the date of the Bonds to the date of delivery to us, provided the Bonds bear interest per annum as follows:

2025 Bonds

Maturing (August 1)	Principal Amount	Interest Rate	Yield
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			

If this bid is the best bid for the Bonds, we will send a wire transfer to the City of Santa Fe in the amount of $500,000.00 prior to prior to your acceptance of our bid, which wire transfer will be our bid award deposit and submitted in accordance with the terms set forth in the Official Notice of Bond Sale. We will pay the CUSIP Service Bureau charge, if any, for the assignment of CUSIP numbers.

[2025 Bonds Bid Form]

The undersigned agrees to complete, execute, and deliver to the City a Certificate Regarding Issue Price or a similar certificate relating to the "issue price" of the 2025 Bonds, in the form attached hereto as Exhibit A.

We understand and agree that no more than ten (10) copies of the final Official Statement, including any amendments or supplements thereto will be supplied to us at the City's expense and that any additional copies requested will be subject to a charge to us. By accepting this bid, you agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Bond Sale, and you undertake your other obligations described therein, as contemplated by Rule 15c2-12 of the Securities and Exchange Commission.

Respectfully submitted,

_____ _____

_____ _____

By: _____
Authorized Representative

* (Strike inapplicable words)

For informational purposes only, our calculation of the True Interest Cost is as follows:

True Interest Cost: (stated as a nominal annual percentage) _____%

Additionally, for informational purposes only, the following is requested:

Gross Interest Cost: $_____

Less Premium Bid: $_____

Net Interest Cost: $_____

[2025 Bonds Bid Form]

ACCEPTANCE CLAUSE

The above bid is hereby accepted by the City of Santa Fe, New Mexico, this _____ day of _____, 2025.

CITY OF SANTA FE, NEW MEXICO

_____

Finance Director

[2025 Bonds Bid Form]

EXHIBIT A
[to 2025 Bonds Bid Form]

UNDERWRITER'S CERTIFICATE REGARDING ISSUE PRICE

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

The undersigned, _____ (the *Underwriter*), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the *Bonds*) of the City of Santa Fe, New Mexico (the *Issuer*).

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the *Initial Offering Prices*) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule.

(c) The Underwriter, as the party controlling all of the Hold-the-Offering Price Maturities, has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Modrall, Sperling, Roehl, Harris, & Sisk, P.A., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

[NAME OF UNDERWRITER]

By: _____
Managing Director

Dated: _____, 2025

SCHEDULE A TO ISSUE PRICE CERTIFICATE

INITIAL OFFERING PRICES OF THE TAX EXEMPT BONDS

$25,000,000
City of Santa Fe, New Mexico
General Obligation Improvement Bonds
Series 2025

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	Issue Price
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					

SCHEDULE B

PRICING WIRES

[End of Form of Official Notice of Bond Sale]

City of Santa Fe
General Obligation Bond Issuance Process

HilltopSecurities
A Hilltop Holdings Company

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

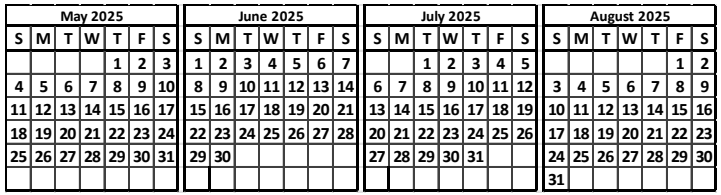
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Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

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Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

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Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

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Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

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Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

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Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

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Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 [2] Annual	Tax Rate Increase $0.1343 [2] Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

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City of Santa Fe
General Obligation Bond Issuance Process

HilltopSecurities
A Hilltop Holdings Company

General Obligation Bonds

The General Obligation (GO) Bond issue is proposed to be sold through competitive bid on approximately August 5, 2025.

In that case, proceeds would be received by late August.

Sale is conducted after distribution of an offering document, Official Statement, containing information on the issue, the City, and the ratings. Also, a Notice of Sale, containing instructions for bids, will be distributed.

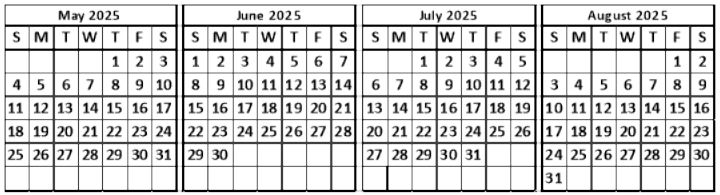
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Key Dates in Issuance Process

City of Santa Fe

$25,000,000

General Obligation Improvement Bonds, Series 2025



May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Key Events in Issuance Process

Date	Event
Wednesday, May 28	Introduction of Bond Parameters Ordinance; approval of distribution to Public Works & Utilities Committee and Finance
Thursday, May 29	Preliminary Official Statement and information provided to rating agencies
Wednesday, June 4	Discussions with rating agencies
Monday, June 16	Public Works and Utilities Committee considers draft Bond Parameters Ordinance
Friday, June 20	Ratings received
Monday, June 23	Finance Committee considers draft Bond Parameters Ordinance
Wednesday, July 9	Public hearing and adoption of Bond Parameters Ordinance
Friday, July 11	Preliminary Official Statement posted on EMMA and Notice of Competitive Sale distributed
Tuesday, August 5	Sale of Bonds; City Finance Director executes Pricing Certificate
Wednesday, August 20	Closing and receipt of proceeds

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Current Outstanding

- 2013 GO Bond
  - $5,935,000 outstanding
  - Final Maturity 8/1/2032
- 2014 GO Bond
  - $3,490,000 outstanding
  - Final Maturity 8/1/2034
- 2019 GO Bond
  - $3,000,000 outstanding
  - Final Maturity 8/1/2029

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Outstanding GO Debt Service

Fiscal Year Ended 6/30	General Obligation		
	Principal	Interest	Total
2024	$ 1,390,000	$ 577,238	$ 1,967,238
2025	1,435,000	521,838	1,956,838
2026	1,490,000	464,003	1,954,003
2027	1,550,000	401,994	1,951,994
2028	1,610,000	336,069	1,946,069
2029	1,680,000	267,394	1,947,394
2030	1,755,000	195,644	1,950,644
2031	1,135,000	137,822	1,272,822
2032	1,180,000	94,555	1,274,555
2033	1,220,000	49,555	1,269,555
2034	395,000	20,256	415,256
2035	410,000	6,919	416,919
	$ 15,250,000	$ 3,073,285	$ 18,323,285

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Historical Tax Rate For Debt Service

	Tax Year					
	2024	2023	2022	2021	2020	2019
City of Santa Fe	$ 0.408	$ 0.408	$ 0.475	$ 0.567	$ 0.350	$0.487

Source: New Mexico Department of Finance and Administration

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Historical Assessed Valuation

Santa Fe, New Mexico
Historical Assessed Valuation

Tax Year	Assessed Valuation	Annual Growth
2024	$ 5,733,789,338	2.85%
2023	5,574,965,537	13.63%
2022	4,906,449,372	7.04%
2021	4,583,853,535	0.57%
2020	4,557,743,975	4.69%
2019	4,353,433,480	4.43%
2018	4,168,952,661	2.74%
2017	4,057,665,651	3.24%
2016	3,930,440,558	

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Santa Fe, New Mexico

$25 million General Obligation Bonds

Preliminary / Subject to Change

Fiscal Year	Taxable Assessed Valuation	TAV Growth	EXISTING REQUIREMENTS Principal	EXISTING REQUIREMENTS Interest	EXISTING REQUIREMENTS Total	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Principal	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Interest	$25,000,000 Bond Issuance Assumed Interest Rate - 4.75% Total	AGGREGATE Principal	AGGREGATE Interest	AGGREGATE Total	Mill Rate [1]	Fiscal Year
2025	$ 5,733,789,338		$ 1,435,000	$ 521,838	$ 1,956,838	$ -	$ -	$ -	$ 1,435,000	$ 521,838	$ 1,956,838	0.4080	2025
2026	5,819,796,178	1.50%	1,490,000	464,003	1,954,003	-	593,750	593,750	1,490,000	1,057,753	2,547,753	0.4467	2026
2027	5,907,093,121	1.50%	1,550,000	401,994	1,951,994	-	1,187,500	1,187,500	1,550,000	1,589,494	3,139,494	0.5423	2027
2028	5,995,699,518	1.50%	1,610,000	336,069	1,946,069	-	1,187,500	1,187,500	1,610,000	1,523,569	3,133,569	0.5333	2028
2029	6,085,635,010	1.50%	1,680,000	267,394	1,947,394	-	1,187,500	1,187,500	1,680,000	1,454,894	3,134,894	0.5256	2029
2030	6,176,919,535	1.50%	1,755,000	195,644	1,950,644	-	1,187,500	1,187,500	1,755,000	1,383,144	3,138,144	0.5184	2030
2031	6,238,688,731	1.00%	1,135,000	137,822	1,272,822	155,000	1,183,819	1,338,819	1,290,000	1,321,641	2,611,641	0.4272	2031
2032	6,301,075,618	1.00%	1,180,000	94,555	1,274,555	160,000	1,176,338	1,336,338	1,340,000	1,270,893	2,610,893	0.4228	2032
2033	6,364,086,374	1.00%	1,220,000	49,555	1,269,555	170,000	1,168,500	1,338,500	1,390,000	1,218,055	2,608,055	0.4182	2033
2034	6,427,727,238	1.00%	395,000	20,256	415,256	1,055,000	1,139,406	2,194,406	1,450,000	1,159,663	2,609,663	0.4143	2034
2035	6,492,004,510	1.00%	410,000	6,919	416,919	1,105,000	1,088,106	2,193,106	1,515,000	1,095,025	2,610,025	0.4102	2035
2036	6,524,464,533	0.50%				1,585,000	1,024,219	2,609,219	1,585,000	1,024,219	2,609,219	0.4081	2036
2037	6,557,086,856	0.50%				1,660,000	947,150	2,607,150	1,660,000	947,150	2,607,150	0.4057	2037
2038	6,589,872,290	0.50%				1,745,000	866,281	2,611,281	1,745,000	866,281	2,611,281	0.4043	2038
2039	6,622,821,651	0.50%				1,825,000	781,494	2,606,494	1,825,000	781,494	2,606,494	0.4016	2039
2040	6,655,935,760	0.50%				1,915,000	692,669	2,607,669	1,915,000	692,669	2,607,669	0.3998	2040
2041	6,689,215,438	0.50%				2,010,000	599,450	2,609,450	2,010,000	599,450	2,609,450	0.3981	2041
2042	6,722,661,516	0.50%				2,105,000	501,719	2,606,719	2,105,000	501,719	2,606,719	0.3957	2042
2043	6,756,274,823	0.50%				2,210,000	399,238	2,609,238	2,210,000	399,238	2,609,238	0.3941	2043
2044	6,790,056,197	0.50%				2,320,000	291,650	2,611,650	2,320,000	291,650	2,611,650	0.3925	2044
2045	6,824,006,478	0.50%				2,430,000	178,838	2,608,838	2,430,000	178,838	2,608,838	0.3901	2045
2046	6,858,126,511	0.50%				2,550,000	60,563	2,610,563	2,550,000	60,563	2,610,563	0.3884	2046
			$ 13,860,000	$ 2,496,048	$ 16,356,048	$ 25,000,000	$ 17,443,188	$ 42,443,188	$ 38,860,000	$ 19,939,235	$ 58,799,235		

[1] Assumes tax collected rate of 98%.

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Projected Tax Impact on Homeowners

Santa Fe, New Mexico

Tax Impact on Homeowners

Home Market Values	Home Assessed Values [1]	Total Tax Rate $0.5423 Annual	Total Tax Rate $0.5423 Monthly	Tax Rate Increase $0.1343 [2] Annual	Tax Rate Increase $0.1343 [2] Monthly
$100,000	$33,333	$18.08	$1.51	$4.48	$0.37
$200,000	$66,667	$36.16	$3.01	$8.96	$0.75
$300,000	$100,000	$54.23	$4.52	$13.43	$1.12
$400,000	$133,333	$72.31	$6.03	$17.91	$1.49
$500,000	$166,667	$90.39	$7.53	$22.39	$1.87

(1) Home assessed value is 33 1/3% of market value.

(2) Original projections were $.15 increase in tax rate.

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City of Santa Fe, New Mexico

Memorandum

DATE: **June 23, 2025**

TO: **Governing Body, July 9, 2025**
Finance Committee, July 7, 2025
Quality of Life Committee, July 2, 2025
Community Development Commission, June 18, 2025

VIA: **Johanna Nelson, Interim Director, Office of Affordable Housing** Johanna Nelson (Jun 26, 2025 15:17 MDT)

FROM: **Rocio Gosende, Project Manager, Office of Affordable Housing** Rocio Gosende (Jun 26, 2025 15:25 MDT)

ITEM AND ISSUE:
Request for Approval of the City of Santa Fe's Program Year 2025–2026 Annual Action Plan for Submission to the U.S. Department of Housing and Urban Development (HUD), in Compliance with Community Development Block Grant (CDBG) Program Requirements. (Rocio Gosende, Project Manager, Office of Affordable Housing, rmgosende@santafenm.gov, (505) 629-7379)

BACKGROUND AND SUMMARY:
The Community Development Block Grant (CDBG) Program is funded annually by the U.S. Department of Housing and Urban Development (HUD) to support a wide range of housing and community development activities that benefit low- and moderate-income residents. The City of Santa Fe, along with more than 1,100 other jurisdictions nationwide, is designated as an "entitlement community," which means it receives a direct annual allocation of CDBG funds based on a formula that considers factors such as poverty level, population, housing overcrowding, age of housing stock, and population growth relative to other metropolitan areas.

To receive its annual allocation, the City must fulfill three core HUD requirements:

1. **Consolidated Plan** – Updated every three to five years, this long-range plan assesses housing and community development needs, establishes priorities, and guides resource allocation.
2. **Annual Action Plan (AAP)** – Submitted at the start of each program year, the AAP outlines the specific activities and funding allocations that will be used to address the goals set forth in the Consolidated Plan.
3. **Consolidated Annual Performance and Evaluation Report (CAPER)** – Submitted annually to report on progress and outcomes achieved with CDBG funds during the previous year.

The Program Year 2025–2026 Annual Action Plan provides a detailed summary of proposed projects and funding sources. The City anticipates receiving approximately **$633,475** in new CDBG funding for the upcoming fiscal year. Of this, approximately **$120,000 (20%)** will be allocated for administrative costs.

In addition to the anticipated entitlement amount, the City proposes to:

- **Reprogram $233,905.68** in unspent funds from prior-year projects
- **Utilize $200,000** in anticipated program income from financing programs managed by Homewise and the Housing Trust.

This results in a total estimated funding amount of **$1,067,380.68** available for Program Year 2025–2026.

Recommended Project Allocations

Following a competitive Request for Proposals (RFP) process with review and recommendation by the Community Development Commission, the following projects are proposed for CDBG funding in Program Year 2025–2026:

- **Homewise** – $85,000
- **Interfaith Community Shelter – Summer Safe Haven for All** – $45,000
- **Santa Fe Community Housing Trust** – $100,000 (plus $116,952.84 in reprogrammed funds for a total of $216,952.84)
- **Santa Fe Habitat for Humanity – Home Repair Program** – $135,000
- **Santa Fe Public Schools Adelante Program – Expanded School Liaison Project** – $40,000
- **YouthWorks – Social Justice Kitchen Facility Renovation** – $75,000 (plus $116,952.84 in reprogrammed funds for a total of $191,952.84)

Individual contracts for each project are currently under legal review for approval as to form. Once the FY 2025–2026 City budget is approved, these contracts will be submitted for formal approval by the Governing Body or City Manager, as appropriate.

Approval of the Annual Action Plan will allow the City to meet HUD's program submission deadline and move forward with timely implementation of CDBG-funded projects.

ACTION REQUESTED:
The Office of Affordable Housing respectfully requests your review and approval of the 2025-2026 Annual Action Plan.

CDBG Annual Action Plan 25-26 Memo

Final Audit Report 2025-06-26

Created:	2025-06-26
By:	Rocio Gosende (rmgosende@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtUxjW1N4IDP6mNxgwNW3TxS585VWOxEA

"CDBG Annual Action Plan 25-26 Memo" History

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City of Santa Fe

Community Development Block Grant (CDBG)

2025-2026 Annual Action Plan

PREPARED BY: City of Santa Fe
Office of Affordable Housing
P.O. Box 909
123 Marcy Street, Suite 205
Santa Fe, New Mexico 87501
Phone # (505) 955-6574

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents the Annual Action Plan for the City of Santa Fe for program year 2024-2025. The Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2024-25 program year, HUD will entitle $623,117 in CDBG funding to the City of Santa Fe, of which approximately 20% ($120,000) is set aside for administrative costs.

Additionally, the City proposes to reprogram $223,905.68 of unspent funds from prior year projects and anticipates receiving $200,000 in program income for a total funding amount of $1,067,380.68. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of approximately $ 3,877,554 for the program year.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

Over the upcoming year, the City of Santa Fe will prioritize mitigating the effects of socio-economic challenges, particularly regarding housing stability. Efforts will be directed towards maintaining housing for residents and facilitating rehousing for those who have lost it. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table.

Planning objectives include:

- **Creating Suitable Living Environments (SL) –** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective

whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2023-2027 Consolidated Plan. Although the City is currently only in the third quarter of the first program year of the 2023-2027 Consolidated Plan, accomplishments have already been achieved through CDBG and local funding in all four of the identified priority needs. These achievements are a testament to the strong partnerships the City supports with its nonprofit providers and subrecipient contractors.

- **1) Ending Chronic Homelessness.** In the first half of PY 2023, Youth Shelters has already served 70 youth experiencing homelessness or at risk of homelessness through their Street Outreach and Transitional Living Programs. Interfaith Community Shelters at Pete's Place utilized CDBG to provide overnight shelter stays to 418 individuals experiencing homelessness through their Summer Safe Haven For All Program. SFPS Adelante Program has served 640 students and their households who are either experiencing or at risk of homelessness. Local Affordable Housing Trust Fund (AHTF) funds were utilized to support the operations of Consuelo's Place Shelter which has provided non-congregate overnight shelter stays for 85 individuals or households in the first half of the program year. These accomplishments contributed to the progress on the following goals: 1A) Increase Availability of Supportive Services; 1B) Expand Options for Overnight Shelter Beds; and 1C) Increase and Improve Street Outreach and Support.
- **2) Ensuring Housing Stability For All.** Homewise received a CDBG allocation for their mortgage principal reduction program and has provided 2 mortgage assistance loans to low-moderate income households in the first half of the PY. Both Homewise and the Housing Trust received AHTF allocations for their mortgage assistance programs and have collectively provided loans to 16 first time homebuyers. These crucial programs both contribute to the Consolidated Plan Goal 2B) Expand Choice for Affordable Home Buying Opportunities.
- **3) Ensuring Homeownership Is Sustainable For All.** The mortgage assistance programs administered by Homewise and the Housing Trust also address Consolidated Plan Goal 3C) Maintain Financial Stability for LMI Homeowners, as the loans help buy down the principal and make the monthly payments sustainable for the first time homebuying households. SF Habitat

for Humanity received a CDBG allocation for their Home Repair Program, which has so far provided emergency home repairs to 7 low-moderate income households. This important program contributes to the progress of Consolidated Plan Goal 3A) Provide for Owner Occupied Housing Rehabilitation, as well as Consolidated Plan Goal 3B) Provide for Energy Efficiency Upgrades and Accessibility.

- **4) Improving Social Determinants of Health.** Youthworks received a CDBG allocation to convert their nonprofit facility into a state-of-the-art commercial training kitchen. This facility will serve as the cornerstone of their culinary job training program tailored for young individuals. Although the conversion is still underway, once completed, the Youthworks Social Justice Kitchen will provide economic opportunities for young Santa Feans and directly contribute to Consolidated Plan Goal 4A) Increase Economic Opportunities for LMI Populations. Finally, the El Camino Real Academy Safe-Routes-To-School connector trail is currently being constructed. CDBG has paid for the planning and design costs, as well as construction. The trail should be completed by May and will directly contribute to the following Consolidated Plan Goals: 4B) Expand Public Facilities and Infrastructure for LMI Populations, 4C) Expand Access to Open Spaces and Parks, and 4D) Expand Access to Transportation.

4. Summary of Citizen Participation Process and consultation process

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. Links to the City's broadcast channels are provided each week on the meeting agenda, accessible through the City's weekly meeting list. The public meeting schedule for the plan is as follows:

- Community Development Commission public meeting (June 18th)
- Annual Plan posted on City's website from (June 27th – July 11th, 2025)
- Quality of Life Committee public meeting (July 2nd, 2025)
- Finance Committee public meeting (July 7th , 2025)
- Governing Body public meeting (July 9th , 2025

The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish. The public hearing at the May 8 City Council meeting will be streamed on the City's YouTube channel, broadcast on KSFR 101.1 and the public can make comments via Zoom during the meeting or prior to the meeting via email.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and the public is invited to comment on the AAP and proposed use of funds as participants at virtual public meetings, by reviewing an electronic copy of the plan, and responding to a survey link on the City's website.

Public outreach is promoted through the City of Santa Fe and individual Council members' social media networks. Media relations includes a press release to local media and postings on the city's website. All meetings during which the Plan is discussed and acted on are public and must follow the Open Meetings Act requirements regarding notice and accessibility.

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promote resident engagement opportunities to recruit focus group participants and encourage residents to participate in the community meeting events.

5. Summary

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness. Available resources will be deployed as quickly as possible to keep vulnerable people housed and their basic needs met. The City will continue its focus on low income "at risk" populations with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. Note that all projects establish income eligibility by using HUD's Area Median Income (AMI) statistic.

Projects recommended for CDBG funding for FY 2025 – 2026 include:

- Home Repair for Very Low Income Homeowners (Santa Fe Habitat for Humanity): Provides home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.). The majority of homeowners who benefit from this program are elderly and considered very low income (VLI). **Proposed CDBG funding amount: $135,000.**
- Homewise (Energy Efficiency Improvements): Subsidize the cost of an energy efficient improvement and increase the scope of the project to include health and safety improvements not covered by energy efficiency funding. **Proposed CDBG Funding $85.000.**
- Santa Fe Community Housing Trust (Mortgage Reduction Assistance) Supports individuals and families in purchasing a home. **Proposed CDBG Funding Amount: $100,000 + Unused Funds: $116,952.84 = $216,952.84**
- School-based Services for Homeless Students and Families (SFPS Adelante School Liaison): Provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services. **Proposed CDBG funding amount: $40,000.**

- Summer Safe Haven For All Shelter (Interfaith Shelter): Supports staffing costs to keep the shelter open during the summer months when it would normally be closed. Provides meals, short term support services and connection to longer term case management. **Proposed CDBG funding amount: $45,000**
- Youthworks Social Justice Kitchen Facility Renovation Project (Youthworks): Youthworks will utilize funds to convert its nonprofit owned facility into a commercial kitchen and café for job training for Opportunity Youth to gain hands-on employability skills and feed public. Funds will be used for framing, plumbing, electrical, and other interior and exterior renovations. **Proposed CDBG funding amount: $75,000 + Unused funds: $116,952.84 = $117,027.84**

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Johanna Nelson
Interim Director, Office of Affordable Housing
City of Santa Fe
jcnelson@santafenm.gov

Rocio Gosende
Project Manager, Office of Affordable Housing
City of Santa Fe
rmgosende@santafenm.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's long-standing partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and through interdepartmental collaboration. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, health, and safety-net services. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap-around health and social services. The City also relies on its Office of Emergency Management to provide guidance related to preventing, protecting against, mitigating, preparing for, responding to, and recovering from emergencies or disasters in order to ensure that housing funds are expended with resilience in mind. The City is also designing a project for improving broadband service and accessibility by stimulating competition in services provision to open up economic opportunities for underserved communities and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To enhance coordination and communication between agencies, the City of Santa Fe and Santa Fe County collaborated and formalized the CONNECT network. CONNECT is a network of over 60 local community programs and more than 200 navigators that work together to get residents connected to local resources. Residents are screened for social and health needs using the Social Determinants of Health (SDOH) and Evaluation screening tools, which ask questions about access to safe and stable housing and are then connected to local non-profit resources within the network. The CONNECT network has enhanced the coordination between providers and the clients served, using data from the network, the City has been able to analyze gaps in services, especially in housing and mental health services and drive policy and funding shifts to address critical needs. CONNECT has a leadership team, planning committee and operations team set up with providers and other stakeholders that work together to drive, coordinate and enhance how CONNECT serves the community.

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program, which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks and Adelante have provided several programs to integrate disconnected

youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Interfaith, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG subrecipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the most vulnerable people experiencing homelessness are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and people experiencing chronic homelessness helps to coordinate the placement of the most vulnerable into housing. Youth are prioritized separately, with NMCEH facilitating a monthly case conferencing focused on clients 24 years-old and under, and housing is provided by utilizing the Youth Coordinated Entry System established under the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment where every family and individual experiencing homelessness has access to an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer people experiencing homelessness to the type of housing that best fits their needs. The assessment is used to create a prioritized list with individuals classified as chronically homeless at the top of the list for permanent supportive housing. NMCEH also coordinates the annual Continuum of Care grant application to HUD for homeless housing and support services statewide.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. CDBG funds will be used in the upcoming program year to support the Interfaith Shelter's Summer Safe Haven for All, which provides shelter services during the hot summer months. CDBG Funds will also be utilized to support the Santa Fe Public Schools-Adelante program that supports families in mitigating financial barriers to lower academic withdrawals and maintain student retention.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Interfaith Community Shelter (ICS) is the largest minimal barrier homeless shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS shelters men and women year-round and provides Resource Days every Tuesday, Wednesday and Friday. By creating a "one-stop shop" ICS has incorporated within its design a service delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Day Partner Providers include Alcoholics Anonymous, Art for Life, Feed the Hungry, Goodwill Industries, Healthcare for the Homeless, New Mexico Legal Aid, The Life Link, Santa Fe Recovery Center, Southwest Care, Street Homeless Animal Project and Upaya/Mountain Cloud Zen Centers.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
2	**Agency/Group/Organization**	Interfaith Community Shelter
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
3	**Agency/Group/Organization**	Youth Shelters & Family Services
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.

4	**Agency/Group/Organization**	Santa Fe Public Schools-Adelante
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
5	**Agency/Group/Organization**	ESPERANZA SHELTER
	Agency/Group/Organization Type	Services – Victims of Domestic Violence Services – Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs – Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City works diligently to foster geographic equity, there are no identified blighted areas within the City limits, or extreme levels of poverty concentrated in census tracts requiring consultation with other entities or organizations at this time. Areas of 30% poverty have been addressed through the Opportunity Zones (OpZone) recently identified for the City which include small pockets of higher poverty rates. The engagement of individuals in these areas is being addressed during the City wide engagement plan process for the Midtown Campus project. Although establishment of services and businesses to contribute to these zones is in the beginning stages, the OpZone neighborhoods continue to be served through the CDBG funds and other service providers.

Additionally, Fair Housing education is made available through the dissemination of fair housing data facts and information (primarily through distribution the City's website, Office of Affordable Housing page). Currently, there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices, as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system.

Furthermore the City did not consult directly with the State of NM Department of Health (NMDOH) regarding lead exposure because Santa Fe has low risk factors. Nearly ten percent (9.6%) of the City’s housing stock was built before 1950. A study by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead-based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	NM Coalition to End Homelessness	Promotes a comprehensive CoC funding strategy to align services providers with housing opportunities.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG. The City of Santa Fe is currently working on the Strategic Plan and will complete the plan by Fall 2024.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Identifies funded transportation projects of regional significance and/or projects receiving federal funds.
Capital Improvement Plan	City of Santa Fe	Provides project list of capital improvements prioritized for funding.
Sustainable Land Use Code	City of Santa Fe	Regulates the development and construction of affordable housing units.
Fair Housing Assessment 2017	City of Santa Fe	Evaluates housing need through the lens of equity and recommends strategies for increasing access to housing and economic opportunity.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Santa Fe works closely with the State of New Mexico Mortgage Finance Authority (MFA). MFA provides oversight for the city's five-year affordable housing plan and production goals. The City also supports applications for Low Income Housing Tax Credit (LIHTC) developments, which are reviewed and allocated by MFA. The City of Santa Fe's Office of Affordable Housing and Community Health and Safety Department are both active in the S3 Santa Fe Housing Initiative, a collaborative effort between local government and philanthropic organizations including Anchorum St. Vincent, Santa Fe Community Foundation, McCune Charitable Foundation, Santa Fe County, and the New Mexico Coalition to End Homelessness. The S3 group has worked closely together on converting the Lamplighter Inn into 58 units of affordable housing with 25% of the units set aside for formerly unhoused tenants.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Santa Fe will receive a 2024 entitlement allocation of $623,117, of which $120,000 will be reserved for administrative costs. Additionally, the city proposes to re-program $74,418 of unspent funds from prior year entitlement allocations and anticipated receiving about $200,000 in program income for a total funding amount of $897,535. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $3,877,554 for the 2024-25 program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	633,475.00	$200,000.00	$223,905.68	$823,905.68	$1,067,380.68	$633,475.00 of entitlement funds, of unused CDBG funds, $223,905.68, approximately $120,000 for admin) and $200,000 of program income provide the basis for the projects presented in this plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Housing	3,877,554	0	0	3,877,554	3,877,554	Affordable Housing Trust Fund (AHTF) is a local fund that provides financing for affordable housing construction, rehabilitation, and mortgage principal reduction programs. The use of funds is regulated by SFCC 26-3 and must be compliant with the NM Affordable Housing Act.

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2025 is the threat of reduction in funding from all sources: federal, state, or local. For every dollar of Affordable Housing Trust Funds (AHTF), the City requires that applicants have $3 dollars from other resources committed. The City's nonprofit partners estimate that every dollar of mortgage principal reduction assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits, solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act. In recent years, the City donated land for two Low Income Housing Tax Credit (LIHTC) projects which directly supported the construction of 152 affordable rental homes. In early 2024, the City conducted an Request for Qualifications to find an affordable housing development team to build housing on a City-owned tract of land, located in a high-end neighborhood. The chosen project will offer approx. 60 below market homes, of which 50% will be offered to income-qualified homebuyers. Habitat for Humanity is ready to break ground on five homes to be constructed on a lot donated by the City that's located in a downtown historic district.

The City also owns the Midtown Campus, formerly home to both the College of Santa Fe and the Santa Fe University of Art and Design. Recently, City staff managing the Midtown redevelopment project had the Midtown Master Plan, as well as the Midtown Community Development Plan, approved by City Council. Although the plan is fluid and allows for the development of the campus to change according to need over the coming years, the plan calls for a baseline of 1,100 homes of which 30% will be affordable and income-restricted. Currently the community is discussing using some of these residential parcels to implement innovative housing models, such as a community land trust. Constituents have expressed desire to make this property a mixed-use walkable urban environment that includes affordable housing for seniors.

Much of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified

renters, many of them very low-income seniors.

Discussion

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding 2026	Five Year Goal Outcome Indicator
1A Increase Availability of Supportive Services	2023	2028	Homeless	Citywide	Ending Chronic Homelessness	CDBG: **$40,000**	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: **500 Households Assisted** Public service activities other than Low/Moderate Income Housing Benefit: **800 Persons Assisted**
1B Expand Options for Overnight Shelter Beds	2023	2028	Homeless	Citywide	Ending Chronic Homelessness	CDBG: **$45,000**	Homeless Person Overnight Shelter: **400 Persons Assisted**
2B Expand Choice for Affordable Home Buying Opportunities	2023	2028	Affordable Housing	Citywide	Direct Financial Assistance to Homebuyers	CDBG: **$216,952.84**	Proving DPA to new homebuyers for Low-Moderate income persons
3A Provide for Owner Occupied Housing Rehabilitation	2023	2028	Affordable Housing	Citywide	Ensuring Homeownership is Sustainable for All	CDBG: **$135,000**	Homeowner Housing Rehabilitated: **20 Household Housing Unit**
3B Provide for Energy Efficiency Upgrades and Accessibility	2023	2028	Affordable Housing	Citywide	Ensuring Homeownership is Sustainable for All	CDBG: **$85,000**	Homeowner Housing Rehabilitated: **200 Household Housing Unit**

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding 2026	Five Year Goal Outcome Indicator
4A Increase Economic Opportunities for LMI Populations	2023	2028	Non-Housing Community Development	Citywide	Improving Social Determinants of Health and Addres	CDBG: **$117,027.84**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: **80 Persons Assisted** Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: **500 Households Assisted**

Table 5 – Goals Summary

Goal Descriptions

****The following table only includes 2023-2027 Consolidated Plan Goals that are addressed in the 2025 Annual Action Plan.**

1	**Goal Name**	1A Increase Availability of Supportive Services
	Goal Description	Improve and expand availability of supportive services for persons experiencing or at risk of homelessness. Activities include case management, counseling, drug and alcohol rehabilitation, and other wrap around services necessary to transition an individual out of homelessness.
2	**Goal Name**	1B Expand Options for Overnight Shelter Beds
	Goal Description	Improve and increase the availability of overnight shelter beds through homeless persons overnight shelter operations.
3	**Goal Name**	2B Expand Choice for Affordable Home Buying Opportunities
	Goal Description	Provide Direct Financial Assistance to Homebuyers
4	**Goal Name**	3A Provide for Owner Occupied Housing Rehabilitation
	Goal Description	Provide for owner occupied housing rehabilitation for low- to moderate income households.
5	**Goal Name**	3B Provide for Energy Efficiency Upgrades and Accessibility Retrofits
	Goal Description	Provide for rehab activities in both owner occupied and rental units that makes them more energy efficient or ADA accessible.
6	**Goal Name**	4A Increase Economic Opportunities for LMI Populations
	Goal Description	Increase economic opportunities for low- to moderate-income populations. Activities include, but are not limited to, public facility renovations to be used for job training programs.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 2024-25 reflect a variety of programs, facility improvements and public services in addition to programs focused upon increasing affordable housing to include homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households. Additionally, the City operates a local Affordable Housing Trust Fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City estimates that roughly $200,000 will be generated and used for mortgage principal reduction loans.

Projects

#	Project Name
1	Program Administration
2	Public Services
3	Housing
4	Public Facilities and Improvements

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to prioritize supporting the work of its nonprofit partners who provide the majority of housing-related programming, services and shelter. The applicants must demonstrate the need for their allocation through data evidence. All applicants for CDBG funds are required to match the funds at a 1:1 basis, ensuring that funded projects are viable.

AP-38 Project Summary

Project Summary Information1	**Project Name**	Program Administration
	Target Area	Citywide
	Goals Supported	1A Increase Availability of Supportive Services 1B Expand Options for Overnight Shelter Beds 2B Expand Choice for Affordable Home Buying Opportunities 3A Provide for Owner Occupied Housing Rehabilitation 3B Provide for Energy Efficiency Upgrades and Accessibility Retrofits 4A Increase Economic Opportunities for LMI Populations
	Needs Addressed	Ending Chronic Homelessness Ensuring Housing Stability for All Ensuring Homeownership is Sustainable for All Improving Social Determinants of Health and Addressing Emerging Needs
	Funding	CDBG: $120,000
	Description	General management, oversight, and coordination of administering the CDBG program
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	All 2024 CDBG-funded activities will be indirectly supported through the CDBG program administration
	Location Description	Citywide
	Planned Activities	Program Administration ($120,000)
2	**Project Name**	Public Services
	Target Area	Citywide
	Goals Supported	1B Expand Options for Overnight Shelter Beds
	Needs Addressed	Ending Chronic Homelessness Improving Social Determinants of Health and Addressing Emerging Needs
	Funding	CDBG: $45,000
	Description	Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with homelessness response, employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments), or recreational needs
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	The Adelante Program estimates to serve 800 youth enrolled in Santa Fe Public Schools and their families whom are experiencing or at risk of experiencing homelessness. Interfaith Shelter estimates to provide overnight shelter stays and services to 400 chronically homeless individuals through their Summer Safe Haven for All Program.
	Location Description	Citywide
	Planned Activities	SFPS Adelante Expanded School Liaison Program ($40,000); Interfaith Shelter's Summer Safe Haven for All ($45,000)
3	**Project Name**	Housing
	Target Area	Citywide
	Goals Supported	2B Expand Choice for Affordable Home Buying Opportunities 3A Provide for Owner Occupied Housing Rehabilitation 3B Provide for Energy Efficiency Upgrades and Accessibility Retrofits
	Needs Addressed	Ensuring Homeownership is Sustainable for All
	Funding	CDBG Entitlement: $320,000, Estimated PI: $200,000
	Description	A means of providing or producing affordable housing, such as production, rehabilitation, or acquisition.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	SF Habitat for Humanity will provide emergency home repairs to an estimated 20 low- to moderate-income households through their Home Repair Program. Although Homewise and the Santa Fe Community Housing Trust do not have a PY24 CDBG allocation, the City of Santa Fe estimates the organizations will generate approximately $200,000 of program income over the program year and will provide mortgage assistance loans to roughly 2-4 households.
	Location Description	Citywide.
	Planned Activities	SF Habitat for Humanity ($135,000); Homewise- Energy Efficiency ($85.000) in addition to Mortgage Reduction Program Income; and SF Community Housing Trust- Mortgage Assistance ($100,000) in addition to Program Income. Cumulative estimated PI: $200,000
4	**Project Name**	Public Facilities and Improvements
	Target Area	Citywide
	Goals Supported	4A Increase Economic Opportunities for LMI Populations Populations
	Needs Addressed	Improving Social Determinants of Health and Addressing Emerging Needs
	Funding	CDBG: $117,027.84

	Description	According to the CDBG program, public facilities and public improvements are interpreted to include all facilities and improvements that are publicly owned, or that are owned by a nonprofit and open to the general public. Eligible activities include acquisition, construction, rehabilitation, or installation of public facilities and improvements.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Youthworks will utilize CDBG to convert their nonprofit facility into a commercial kitchen for a job training program for at-risk youth. They estimate to provide job training to about 80 youth a year.
	Location Description	Citywide
	Planned Activities	Youthworks Social Justice Kitchen ($117,027.84) to convert facility into a commercial kitchen with seating for public.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The Community Development Commission placed the highest funding priority on affordable housing and the provision of related services citywide, rather than focusing on a specific area or neighborhood. Another high priority of the CDC is funding public facilities that most closely serve very low-income households, as well as funding public services that help very low-income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

All programs for the 2024 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with a larger population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example, the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at-risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve access to the community's housing opportunities. Delivery of these services is provided through the City's network of nonprofit partners, which ensures they are effective, responsive and timely. For the upcoming program year, the City will immediately deploy Affordable Housing Trust Funds (AHTF) in the amount of $3,877,554 in conjunction with CDBG funds, serving over 600 additional households and individuals. The tables below detail affordable housing goals for CDBG in the upcoming program year, specifically Habitat for Humanity's Home Repair Program and program-income funded mortgage assistance loans administered by Homewise and the Housing Trust.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	22
Special-Needs	0
Total	22

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	2
Total	22

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG will support Habitat's Home Repair Program. The City estimates that $200,000 of program income will be generated over the program year and utilized for mortgage assistance loans administered by Homewise and the SF Community Housing Trust.

In addition to the above-mentioned CDBG funded projects, Affordable Housing Trust Funds (AHTF) will be used to support supplies, new construction and affordable housing provision. The City also emphasizes the future utilization of City-owned land to build affordable housing. The Community

Development Commission is passionate about exploring ways to present City-owned land to the City Council to be used for this effort. There is a shortage of affordable rental housing in Santa Fe, which puts the existing housing vouchers in the City at risk of being remitted back to HUD if not put to use. Utilizing City-owned land to build affordable housing will be a priority of the CDC and the City moving forward by illustrating a priority of the Affordable Housing Trust Fund (AHTF) RFP towards affordable housing construction, in order to provide more voucher opportunities for the Housing Authority.

AP-60 Public Housing – 91.220(h)

Introduction

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 28 units of public housing, 503 units of HUD Project based rental assistance (PBRA) – 459 of which are also LIHTC units, and 190 Low Income Housing Tax Credit (LIHTC). SFCHA also manages 723 housing choice vouchers in Santa Fe. Of the PBRA there are a total of 359 units for seniors and 132 units for families. Currently, over 300 people are on the waiting lists for a housing authority apartment unit, and approximately 300 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for housing. The wait for a unit is between 18 and 24 months; however, the waiting lists are usually only open on a lottery basis at designated times during the year. In additional SFCHA owns and operates affordable units in the City of Espanola and the Town of Bernalillo.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

According to the Santa Fe Civic Housing Authority, 328 families with a voucher have a member with a disability, and 300 voucher participants are elderly.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. Additionally, SFCHA successfully applied for and completed a 45 unit family project at the end of 2022 using Low Income Housing Tax Credits. In 2024 SFCHA has been awarded a preliminary award for 2024 Low Income Housing Credits (Ocate apartments) for 60 units of which 13 will have rental assistance vouchers.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both Public Housing Authority's (PHA) provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHA is not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. If the land is titled to the City it subordinated and amended its lease agreements with the housing authority, this occurred on 6 projects, all subsequent projects had land titled under the Housing Authority. The City provided support for the Calle Resolana project, 45- townhomes that were awarded LIHTC funding in 2019 and has awarded a 2024 grant for the Ocate project.

As mentioned in the Affordable Housing section, the Community Development Commission is adamant about utilizing City-owned land to build affordable housing and wants to establish this as part of the City's values. The City desperately needs more affordable rental units to be available to the Housing Authorities to use their vouchers. The Community Development Commission wants to address this pressing problem and make this a priority moving forward.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent "at-risk" populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City became a Built for Zero (BFZ) community in 2019, joining a national movement committed to end homelessness measurably and equitably. Communities in BFZ focus on achieving "functional zero" for one population, as a step on the way toward solving homelessness for all populations. This evidence-based model uses quality data to guide communities to reach functional zero, when reached, makes homelessness rare and brief. Quality data is maintained by collecting real-time, by-name data through coordinated outreach efforts to create a list of every individual experiencing homelessness in the community. A "by-name list" helps providers understand the unique needs of an individual experiencing homelessness and recognizes that unhoused individuals all have their own story. Functional zero is indicated by inflow and outflow. A community has reached functional zero when the number of people being housed surpasses the number of individuals being added to the by-name list. A critical aspect of BFZ relies on affordable housing stock. Community Solutions, the driving organization for BFZ, is motivated to identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing to ensure a continuous housing supply for individuals exiting homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs. All of the city's nonprofit partners who work with homeless persons have extensive outreach activities that the City seeks to improve over the next program year. The City's one year goal is to identify, by-name, all the currently chronically homeless individuals and those precariously housed –this will be completed through an online database that can access and screen for basic social determinants of health. The City is working with local non-profit service providers, the HMIS continuum site as well as

housing partners.

In the winter, the Interfaith Shelter, St. Elizabeth's and Youth Shelters provide emergency beds, meals and clothing. Most importantly, the organization brings together outreach coordinators to case consult and provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the Interfaith Shelter, St. Elizabeth's, and Youth Shelters and Family Services, which is partially funded through local funds allocated through the City's Youth and Family Services Division.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic homelessness in participating communities. The coordinated entry system is used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the individuals who are currently chronically homeless in Santa Fe.

In December 2020 the City helped a national nonprofit, Community Solutions, in conjunction with St Elizabeth Shelter, its local partner, to purchase the Santa Fe Suites, a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City provided funding to purchase another property, the Lamplighter Inn, which is currently being converted into residential use for permanent supportive housing. The Lamplighter's conversion into affordable housing is still in process and the City is hopeful it will be occupied within the next calendar year. The City has provided rescue plan funds (CARES and ARPA) for the acquisition of these properties and has deployed both CDBG and AHTF for capital improvements and renovations necessary to convert the properties from motels to apartment buildings used for affordable housing.

Addressing the emergency shelter and transitional housing needs of homeless persons. The City relies on a network of service providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

- **St. Elizabeth Shelter.** Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeths recently took on management of the Suites, which is a mixed-income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The shelters provide respite care for those who are in need of a place to

recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

- **Consuelo's Place Shelter.** Consuelo's Place Shelter (CPS) provides emergency shelter and services for those experiencing homelessness and for those at imminent risk of becoming homeless. CPS also provides quarantine services and housing for those who have recently tested positive with COVID-19, have had recent exposure to COVID-19 and/or are awaiting results. The latter service is offered to individuals and families who lack a safe space to quarantine during the period of infection. CPS provides safe and stable emergency housing, intensive and high-quality case management, connects those facing a variety of housing related crises to appropriate resources and information and assists clients in securing and maintaining permanent housing after residency at CPS.
- **Interfaith Community Shelter (ICS).** Through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Summer Safe Haven for All. Resource Days operate 3 days/week, year round, with 12 partner provider agencies.
- **Life Link.** Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.
- **Esperanza Shelter.** Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management, child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.
- **Youth Shelters and Family Services.** Youth Shelters and Family Services provides shelter and resources for hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides tens of thousands of bed nights annually for youth experiencing homelessness through its emergency shelter, transitional living program, and rapid rehousing program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming

homeless again. The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City, along with other local housing funding partners, has contributed funds to the Lamplighter Inn project, which will convert a local motel into 58 units of affordable housing with 25% of the units reserved for people exiting homelessness. The City has supported this project using AHTF, CDBG, as well as $2 million in ARPA funds towards the acquisition of the property.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs. The City's CDBG entitlement funds and local funds will be used to support those with special needs through Adelante, Life Link, and the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Youth and Family Services Division funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children with special needs and/or at risk of homelessness) and Interfaith (Community Shelter with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration.

The City also funds SFPS Adelante Program which works directly with students in Santa Fe Public Schools. The Adelante staff members work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth, such as Youth Shelters and Family Services' Transitional Living and Street Outreach Programs. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of organizations serving those who are, or are at risk of becoming, homeless (Life Link, SFPS Adelante Program, YouthWorks, the Santa Fe Recovery Center, and NM Coalition to End

Homelessness). These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services. Additionally, Consuelo's Place Shelter takes in individuals who have been discharged from the county jail, the hospital, and recovery programs.

Discussion

As a result of the COVID-19 pandemic, the City re-commissioned several dormitory rooms and campus apartments at the Midtown Campus to house homeless people or people without access to a safe place to stay if they needed to self-quarantine. Four years later, the Midtown Emergency Shelter has evolved into Santa Fe's first and only non-congregate shelter, Consuelo's Place Shelter. What was initially intended to provide unhoused individuals with a place to quarantine or isolate from the coronavirus has become a proven and necessary community resource to stabilize a vulnerable population and eventually connect them to permanent housing. The City has deployed various funding streams to support the operations of Consuelo's, including CDBG, Affordable Housing Trust Fund, as well as CARES and ARPA federal rescue act funds. The City recognizes the importance and need of non-congregate shelter in the community and intends to build the capacity of Consuelo's to continue its operations. City staff is currently looking at other properties to permanently house a non-congregate shelter, as the dormitories at the former college campus are slated for demolition in the coming years.

Several of the City's housing projects and activities support non-homeless special needs persons, such as the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, and public housing residents. A regularly CDBG-funded activity, Habitat for Humanity's Home Repair Program, provides emergency home repairs, such as walk-in bathtubs, wheel chair ramps, as well as the replacement of carpet with linoleum for wheelchair-bound residents. Many of the beneficiaries of this program are elderly or experiencing disabilities. The City has also provided funding to the Santa Fe Civic Housing Authority for various public housing projects. According to the Santa Fe Civic Housing Authority, 328 families with a voucher have a member with a disability, and 300 voucher participants are elderly.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development-- particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, and the lack of public transportation. Applicants for CDBG funds are required to demonstrate how their project will promote livability, sustainability, walkability to services, transportation and quality schools.
3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City

website and is updated every few years. The City also provides referrals to HUD's Fair Housing resources.

4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a "very serious" contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

Discussion:

Recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city's renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City's objective is to support a healthy housing market that offers all types and price ranges. To that end, the City's been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael's Drive, the Airport Road corridor and the Midtown campus property.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow "aging in place" and entrepreneurial activities.

A focus in 2024 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

AP-85 Other Actions – 91.220(k)

Introduction:

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high-quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. Furthermore, due to the rise of remote work from the COVID-19 pandemic, Santa Fe has seen an influx of remote workers move to the city who earn far more than the average Santa Fean and drive up market rate rents.

A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of capacity to address systems gaps with available resources. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. Because of the predominance of tourism and service-oriented jobs, as well as the high numbers of self-employed and gig economy workers, the effects of the pandemic were initially devastating, but the economy is in a recovery period.

The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs, particularly those arising from the pandemic. More importantly, the City will dedicate its resources to keeping safely housed those who are recently unemployed, precariously housed or homeless.

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or

work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services.

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health (NMDOH), Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home

rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City is implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects both followed suit and implemented this approach.)
- Continue funding a local housing voucher program to provide assistance to low-income homeowners or near to homeless and homeless families to prevent displacement; (Local funds will support , Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Habitat for Humanity.)
- Work with for-profit and nonprofit organizations to develop new multi-family, mixed income rental property;
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe's existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA's acquisition/rehabilitation of rental properties nearing the end of their initial affordability compliance periods as well as building new units when feasible.

Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner possible. The sub-grantees are then able to leverage additional

programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2024 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at-risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development Division for the increase of affordable workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community.

The Youth and Family Services Division funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran navigator through the Santa Fe Veterans Alliance and flexible funding to keep precariously housed veterans in their homes. The City also funds Adelante, a school-based program, and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. The City will continue to support these organizations along with providing support for case consulting meetings. These partners, among others, are part of CONNECT, a resource navigation program that uses a City-purchased database. While this is a new data system, we have already seen positive results, including better identification of those precariously housed, getting those families/individuals into programs or referrals to housing assistance to avoid falling into homelessness. CDBG funds have been used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run

by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; support of the upgrades at Chainbreaker Collective's headquarters, where they offer both a Bicycle Resource Center and Renter's Rights Center; and support for low-mod homebuyers and homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at-risk youth and people with special needs and disabilities.

Due to many factors, such as some lingering economic effects of the Covid-19 pandemic, inflation, high interest rates, economic disparity in Santa Fe continues to worsen. The number of households at risk of becoming homeless or experiencing episodic homelessness has increased dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

City of Santa Fe

2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

QUALITY OF LIFE, JULY 2 2025
FINANCE COMMITTEE JULY 7 2025
GOVERNING BODY JULY 9 2025

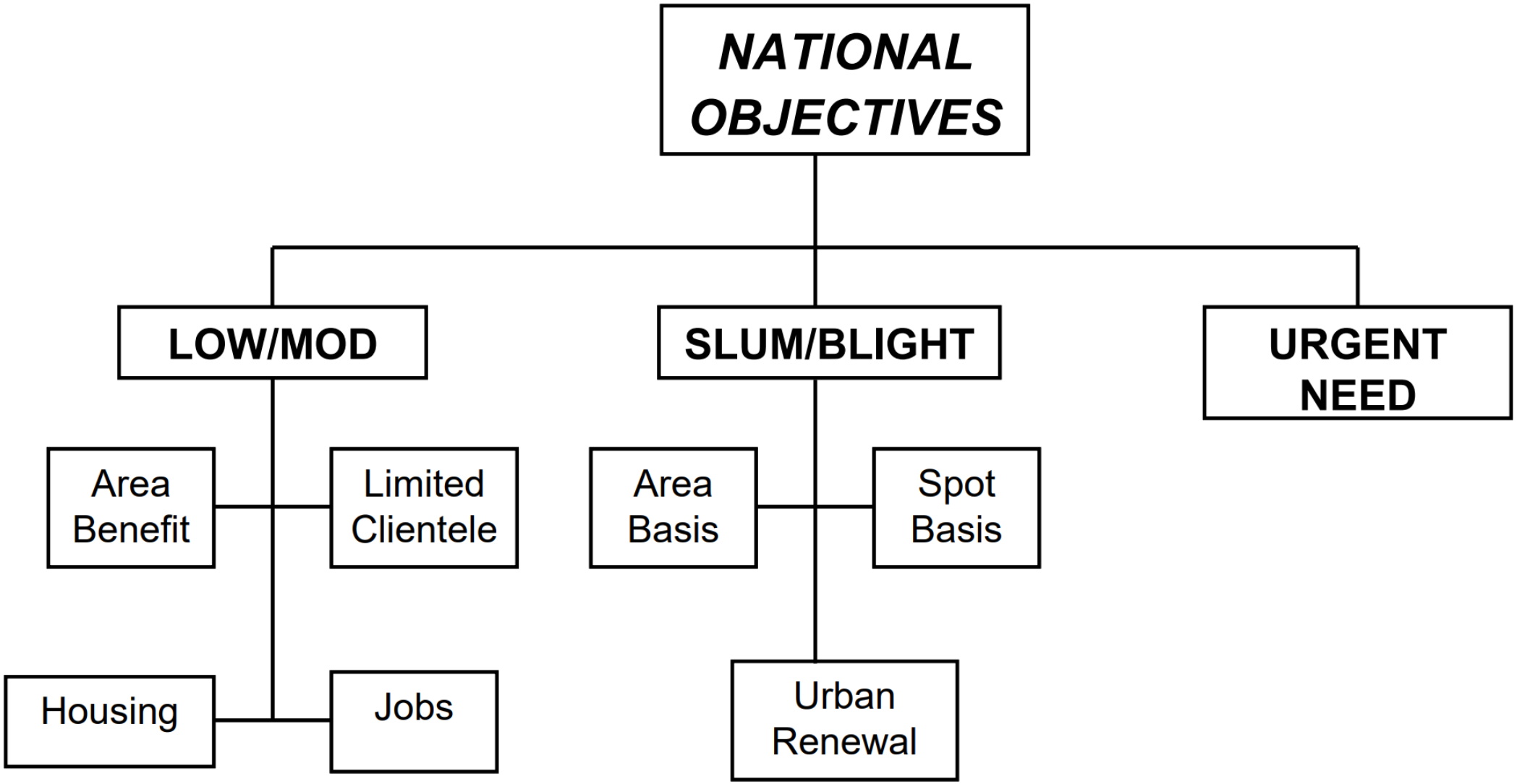
CITY OF SANTA FE

AGENDA

- CDBG Background and Overview
- Consolidated Plan 2023-2027 Overview
- 2025-2026 CDBG Expected Resources
- 2025-2026 CDBG Proposed Activities
- Questions, comments, feedback

CDBG BACKGROUND

- Federal program providing flexible funding to local governments for community development activities aimed at improving neighborhoods and quality of life
- Administered by the US Department of Housing and Urban Development (HUD)
- Emphasizes local decision-making and citizen participation
- Objectives of CDBG:
  - To provide decent housing
  - To create suitable living environments
  - To expand economic opportunities, principally for low- and moderate-income persons


NATIONAL OBJECTIVES
LOW/MOD
SLUM/BLIGHT
URGENT NEED
Area Benefit
Limited Clientele
Housing
Jobs
Area Basis
Spot Basis
Urban Renewal

ENTITLEMENT COMMUNITY

- Over 1,100 cities, including Santa Fe, receive automatic CDBG funding as “entitlement cities”
- Formula-based, considering factors such as poverty, population, housing conditions, and growth compared to other areas
- Requirements for CDBG funding:
  - **Five Year Consolidated Plan**
    - Includes market analysis, needs assessment
    - Identifies funding priorities and goals
  - **Annual Action Plan**
    - Submitted yearly to HUD, prior to the start of the program year
    - Proposes projects, resources, and Consolidated Plan goals addressed
  - **Consolidated Annual Performance and Evaluation Report (CAPER)**
    - Submitted yearly to HUD, at the end of the program year
    - Summarizes expenditures
    - Details accomplishments and progress towards Consolidated Plan goals

CON PLAN PRIORITY NEEDS AND GOALS

PRIORITY NEED	*Associated Goals*
Ending Chronic Homelessness	*1A. Increase Availability of Supportive Services*
	1B. Expand Options for Overnight Shelter Beds
	1C. Increase and Improve Street Outreach and Support
	1D. Increase Available Permanent Supportive Housing
Ensuring Housing Stability for All	*2A. Expand Choice for Affordable Rental Opportunities*
	2B. Expand Choice for Affordable Home Buying Opportunities
	2C. Improve Condition and Preserve Affordable Rental Housing
Ensuring Homeownership is Sustainable for All	*3A. Provide for Owner Occupied Housing Rehabilitation*
	3B. Provide for Energy Efficiency Upgrades and Accessibility
	3C. Maintain Financial Stability for LMI Homeowners
Improving Social Determinants of Health and Addressing Emerging Needs	*4A. Increase Economic Opportunities for LMI Populations*
	4B. Expand Public Facilities and Infrastructure for LMI Populations
	4C. Expand Access to Open Spaces, Parks, and Transportation
	4D. Increase Programming to Prevent Displacement

NEEDS & GOALS IDENTIFIED FOR 2025-2026

1A Increase Availability of Supportive Services

1B Expand Options for Overnight Shelter Beds

2B Expand Choice for Affordable Home Buying Opportunities

3A Provide for Owner Occupied Housing Rehabilitation

3B Provide for Energy Efficiency Upgrades and Accessibility

4A Increase Economic Opportunities for LMI Populations

EXPECTED RESOURCES

- **2025 CDBG Entitlement (EN)** = Estimated $633,475.00
    - 20% reserved for Program Admin Costs (~$120,000)
- **Reprogrammed CDBG (EN)** = $223, 905.68
- **Estimated Amount of Program Income (PI)** = $200,000

- **Total Amount: $** $1,067,380.68

CDBG ACTIVITIES 2025-2026

- **Santa Fe Habitat for Humanity's** *Home Repair Program* **($135,000)**
- **Interfaith Community Shelter's** *Summer Safe Haven for All* **($45,000)**
- **SFPS Adelante Program's** *Expanded School Liaison Project* **($40,000)**
- **Homewise** *Energy Efficiency Upgrades* **($85,000)**
- **Santa Fe Community Housing Trust** *DPA* **($216,952.84)**
- **Youthworks'** *Social Justice Kitchen Facility Renovation Project* **($117,027.84)**

TOTAL: $638,980.68

*Note: these contracts are subject to Governing Body approval

QUESTIONS?
COMMENTS?
FEEDBACK?

City of Santa Fe

Community Development Block Grant (CDBG)

2025-2026 Annual Action Plan

PREPARED BY: City of Santa Fe
Office of Affordable Housing
P.O. Box 909
123 Marcy Street, Suite 205
Santa Fe, New Mexico 87501
Phone # (505) 955-6574

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents the Annual Action Plan for the City of Santa Fe for program year 2024-2025. The Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2024-25 program year, HUD will entitle $623,117 in CDBG funding to the City of Santa Fe, of which approximately 20% ($120,000) is set aside for administrative costs.

Additionally, the City proposes to reprogram $223,905.68 of unspent funds from prior year projects and anticipates receiving $200,000 in program income for a total funding amount of $1,067,380.68. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of approximately $ 3,877,554 for the program year.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

Over the upcoming year, the City of Santa Fe will prioritize mitigating the effects of socio-economic challenges, particularly regarding housing stability. Efforts will be directed towards maintaining housing for residents and facilitating rehousing for those who have lost it. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table.

Planning objectives include:

- **Creating Suitable Living Environments (SL) –** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective

whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2023-2027 Consolidated Plan. Although the City is currently only in the third quarter of the first program year of the 2023-2027 Consolidated Plan, accomplishments have already been achieved through CDBG and local funding in all four of the identified priority needs. These achievements are a testament to the strong partnerships the City supports with its nonprofit providers and subrecipient contractors.

- **1) Ending Chronic Homelessness.** In the first half of PY 2023, Youth Shelters has already served 70 youth experiencing homelessness or at risk of homelessness through their Street Outreach and Transitional Living Programs. Interfaith Community Shelters at Pete's Place utilized CDBG to provide overnight shelter stays to 418 individuals experiencing homelessness through their Summer Safe Haven For All Program. SFPS Adelante Program has served 640 students and their households who are either experiencing or at risk of homelessness. Local Affordable Housing Trust Fund (AHTF) funds were utilized to support the operations of Consuelo's Place Shelter which has provided non-congregate overnight shelter stays for 85 individuals or households in the first half of the program year. These accomplishments contributed to the progress on the following goals: 1A) Increase Availability of Supportive Services; 1B) Expand Options for Overnight Shelter Beds; and 1C) Increase and Improve Street Outreach and Support.
- **2) Ensuring Housing Stability For All.** Homewise received a CDBG allocation for their mortgage principal reduction program and has provided 2 mortgage assistance loans to low-moderate income households in the first half of the PY. Both Homewise and the Housing Trust received AHTF allocations for their mortgage assistance programs and have collectively provided loans to 16 first time homebuyers. These crucial programs both contribute to the Consolidated Plan Goal 2B) Expand Choice for Affordable Home Buying Opportunities.
- **3) Ensuring Homeownership Is Sustainable For All.** The mortgage assistance programs administered by Homewise and the Housing Trust also address Consolidated Plan Goal 3C) Maintain Financial Stability for LMI Homeowners, as the loans help buy down the principal and make the monthly payments sustainable for the first time homebuying households. SF Habitat

for Humanity received a CDBG allocation for their Home Repair Program, which has so far provided emergency home repairs to 7 low-moderate income households. This important program contributes to the progress of Consolidated Plan Goal 3A) Provide for Owner Occupied Housing Rehabilitation, as well as Consolidated Plan Goal 3B) Provide for Energy Efficiency Upgrades and Accessibility.

- **4) Improving Social Determinants of Health.** Youthworks received a CDBG allocation to convert their nonprofit facility into a state-of-the-art commercial training kitchen. This facility will serve as the cornerstone of their culinary job training program tailored for young individuals. Although the conversion is still underway, once completed, the Youthworks Social Justice Kitchen will provide economic opportunities for young Santa Feans and directly contribute to Consolidated Plan Goal 4A) Increase Economic Opportunities for LMI Populations. Finally, the El Camino Real Academy Safe-Routes-To-School connector trail is currently being constructed. CDBG has paid for the planning and design costs, as well as construction. The trail should be completed by May and will directly contribute to the following Consolidated Plan Goals: 4B) Expand Public Facilities and Infrastructure for LMI Populations, 4C) Expand Access to Open Spaces and Parks, and 4D) Expand Access to Transportation.

4. Summary of Citizen Participation Process and consultation process

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. Links to the City's broadcast channels are provided each week on the meeting agenda, accessible through the City's weekly meeting list. The public meeting schedule for the plan is as follows:

- Community Development Commission public meeting (June 18th)
- Annual Plan posted on City's website from (June 27th – July 11th, 2025)
- Quality of Life Committee public meeting (July 2nd, 2025)
- Finance Committee public meeting (July 7th , 2025)
- Governing Body public meeting (July 9th , 2025

The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish. The public hearing at the May 8 City Council meeting will be streamed on the City's YouTube channel, broadcast on KSFR 101.1 and the public can make comments via Zoom during the meeting or prior to the meeting via email.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and the public is invited to comment on the AAP and proposed use of funds as participants at virtual public meetings, by reviewing an electronic copy of the plan, and responding to a survey link on the City's website.

Public outreach is promoted through the City of Santa Fe and individual Council members' social media networks. Media relations includes a press release to local media and postings on the city's website. All meetings during which the Plan is discussed and acted on are public and must follow the Open Meetings Act requirements regarding notice and accessibility.

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promote resident engagement opportunities to recruit focus group participants and encourage residents to participate in the community meeting events.

5. Summary

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness. Available resources will be deployed as quickly as possible to keep vulnerable people housed and their basic needs met. The City will continue its focus on low income "at risk" populations with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. Note that all projects establish income eligibility by using HUD's Area Median Income (AMI) statistic.

Projects recommended for CDBG funding for FY 2025 – 2026 include:

- Home Repair for Very Low Income Homeowners (Santa Fe Habitat for Humanity): Provides home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.). The majority of homeowners who benefit from this program are elderly and considered very low income (VLI). **Proposed CDBG funding amount: $135,000.**
- Homewise (Energy Efficiency Improvements): Subsidize the cost of an energy efficient improvement and increase the scope of the project to include health and safety improvements not covered by energy efficiency funding. **Proposed CDBG Funding $85.000.**
- Santa Fe Community Housing Trust (Mortgage Reduction Assistance) Supports individuals and families in purchasing a home. **Proposed CDBG Funding Amount: $100,000 + Unused Funds: $116,952.84 = $216,952.84**
- School-based Services for Homeless Students and Families (SFPS Adelante School Liaison): Provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services. **Proposed CDBG funding amount: $40,000.**

- Summer Safe Haven For All Shelter (Interfaith Shelter): Supports staffing costs to keep the shelter open during the summer months when it would normally be closed. Provides meals, short term support services and connection to longer term case management. **Proposed CDBG funding amount: $45,000**
- Youthworks Social Justice Kitchen Facility Renovation Project (Youthworks): Youthworks will utilize funds to convert its nonprofit owned facility into a commercial kitchen and café for job training for Opportunity Youth to gain hands-on employability skills and feed public. Funds will be used for framing, plumbing, electrical, and other interior and exterior renovations. **Proposed CDBG funding amount: $75,000 + Unused funds: $116,952.84 = $117,027.84**

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Johanna Nelson
Interim Director, Office of Affordable Housing
City of Santa Fe
jcnelson@santafenm.gov

Rocio Gosende
Project Manager, Office of Affordable Housing
City of Santa Fe
rmgosende@santafenm.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's long-standing partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and through interdepartmental collaboration. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, health, and safety-net services. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap-around health and social services. The City also relies on its Office of Emergency Management to provide guidance related to preventing, protecting against, mitigating, preparing for, responding to, and recovering from emergencies or disasters in order to ensure that housing funds are expended with resilience in mind. The City is also designing a project for improving broadband service and accessibility by stimulating competition in services provision to open up economic opportunities for underserved communities and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To enhance coordination and communication between agencies, the City of Santa Fe and Santa Fe County collaborated and formalized the CONNECT network. CONNECT is a network of over 60 local community programs and more than 200 navigators that work together to get residents connected to local resources. Residents are screened for social and health needs using the Social Determinants of Health (SDOH) and Evaluation screening tools, which ask questions about access to safe and stable housing and are then connected to local non-profit resources within the network. The CONNECT network has enhanced the coordination between providers and the clients served, using data from the network, the City has been able to analyze gaps in services, especially in housing and mental health services and drive policy and funding shifts to address critical needs. CONNECT has a leadership team, planning committee and operations team set up with providers and other stakeholders that work together to drive, coordinate and enhance how CONNECT serves the community.

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program, which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks and Adelante have provided several programs to integrate disconnected

youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Interfaith, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG subrecipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the most vulnerable people experiencing homelessness are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and people experiencing chronic homelessness helps to coordinate the placement of the most vulnerable into housing. Youth are prioritized separately, with NMCEH facilitating a monthly case conferencing focused on clients 24 years-old and under, and housing is provided by utilizing the Youth Coordinated Entry System established under the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment where every family and individual experiencing homelessness has access to an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer people experiencing homelessness to the type of housing that best fits their needs. The assessment is used to create a prioritized list with individuals classified as chronically homeless at the top of the list for permanent supportive housing. NMCEH also coordinates the annual Continuum of Care grant application to HUD for homeless housing and support services statewide.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. CDBG funds will be used in the upcoming program year to support the Interfaith Shelter's Summer Safe Haven for All, which provides shelter services during the hot summer months. CDBG Funds will also be utilized to support the Santa Fe Public Schools-Adelante program that supports families in mitigating financial barriers to lower academic withdrawals and maintain student retention.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Interfaith Community Shelter (ICS) is the largest minimal barrier homeless shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS shelters men and women year-round and provides Resource Days every Tuesday, Wednesday and Friday. By creating a "one-stop shop" ICS has incorporated within its design a service delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Day Partner Providers include Alcoholics Anonymous, Art for Life, Feed the Hungry, Goodwill Industries, Healthcare for the Homeless, New Mexico Legal Aid, The Life Link, Santa Fe Recovery Center, Southwest Care, Street Homeless Animal Project and Upaya/Mountain Cloud Zen Centers.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
2	**Agency/Group/Organization**	Interfaith Community Shelter
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
3	**Agency/Group/Organization**	Youth Shelters & Family Services
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.

4	**Agency/Group/Organization**	Santa Fe Public Schools-Adelante
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
5	**Agency/Group/Organization**	ESPERANZA SHELTER
	Agency/Group/Organization Type	Services – Victims of Domestic Violence Services – Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs – Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City works diligently to foster geographic equity, there are no identified blighted areas within the City limits, or extreme levels of poverty concentrated in census tracts requiring consultation with other entities or organizations at this time. Areas of 30% poverty have been addressed through the Opportunity Zones (OpZone) recently identified for the City which include small pockets of higher poverty rates. The engagement of individuals in these areas is being addressed during the City wide engagement plan process for the Midtown Campus project. Although establishment of services and businesses to contribute to these zones is in the beginning stages, the OpZone neighborhoods continue to be served through the CDBG funds and other service providers.

Additionally, Fair Housing education is made available through the dissemination of fair housing data facts and information (primarily through distribution the City's website, Office of Affordable Housing page). Currently, there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices, as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system.

Furthermore the City did not consult directly with the State of NM Department of Health (NMDOH) regarding lead exposure because Santa Fe has low risk factors. Nearly ten percent (9.6%) of the City’s housing stock was built before 1950. A study by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead-based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	NM Coalition to End Homelessness	Promotes a comprehensive CoC funding strategy to align services providers with housing opportunities.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG. The City of Santa Fe is currently working on the Strategic Plan and will complete the plan by Fall 2024.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Identifies funded transportation projects of regional significance and/or projects receiving federal funds.
Capital Improvement Plan	City of Santa Fe	Provides project list of capital improvements prioritized for funding.
Sustainable Land Use Code	City of Santa Fe	Regulates the development and construction of affordable housing units.
Fair Housing Assessment 2017	City of Santa Fe	Evaluates housing need through the lens of equity and recommends strategies for increasing access to housing and economic opportunity.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Santa Fe works closely with the State of New Mexico Mortgage Finance Authority (MFA). MFA provides oversight for the city's five-year affordable housing plan and production goals. The City also supports applications for Low Income Housing Tax Credit (LIHTC) developments, which are reviewed and allocated by MFA. The City of Santa Fe's Office of Affordable Housing and Community Health and Safety Department are both active in the S3 Santa Fe Housing Initiative, a collaborative effort between local government and philanthropic organizations including Anchorum St. Vincent, Santa Fe Community Foundation, McCune Charitable Foundation, Santa Fe County, and the New Mexico Coalition to End Homelessness. The S3 group has worked closely together on converting the Lamplighter Inn into 58 units of affordable housing with 25% of the units set aside for formerly unhoused tenants.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Santa Fe will receive a 2024 entitlement allocation of $623,117, of which $120,000 will be reserved for administrative costs. Additionally, the city proposes to re-program $74,418 of unspent funds from prior year entitlement allocations and anticipated receiving about $200,000 in program income for a total funding amount of $897,535. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $3,877,554 for the 2024-25 program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	633,475.00	$200,000.00	$223,905.68	$823,905.68	$1,067,380.68	$633,475.00 of entitlement funds, of unused CDBG funds, $223,905.68, approximately $120,000 for admin) and $200,000 of program income provide the basis for the projects presented in this plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - local	Acquisition Housing	3,877,554	0	0	3,877,554	3,877,554	Affordable Housing Trust Fund (AHTF) is a local fund that provides financing for affordable housing construction, rehabilitation, and mortgage principal reduction programs. The use of funds is regulated by SFCC 26-3 and must be compliant with the NM Affordable Housing Act.

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2025 is the threat of reduction in funding from all sources: federal, state, or local. For every dollar of Affordable Housing Trust Funds (AHTF), the City requires that applicants have $3 dollars from other resources committed. The City's nonprofit partners estimate that every dollar of mortgage principal reduction assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits, solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act. In recent years, the City donated land for two Low Income Housing Tax Credit (LIHTC) projects which directly supported the construction of 152 affordable rental homes. In early 2024, the City conducted an Request for Qualifications to find an affordable housing development team to build housing on a City-owned tract of land, located in a high-end neighborhood. The chosen project will offer approx. 60 below market homes, of which 50% will be offered to income-qualified homebuyers. Habitat for Humanity is ready to break ground on five homes to be constructed on a lot donated by the City that's located in a downtown historic district.

The City also owns the Midtown Campus, formerly home to both the College of Santa Fe and the Santa Fe University of Art and Design. Recently, City staff managing the Midtown redevelopment project had the Midtown Master Plan, as well as the Midtown Community Development Plan, approved by City Council. Although the plan is fluid and allows for the development of the campus to change according to need over the coming years, the plan calls for a baseline of 1,100 homes of which 30% will be affordable and income-restricted. Currently the community is discussing using some of these residential parcels to implement innovative housing models, such as a community land trust. Constituents have expressed desire to make this property a mixed-use walkable urban environment that includes affordable housing for seniors.

Much of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified

renters, many of them very low-income seniors.

Discussion

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding 2026	Five Year Goal Outcome Indicator
1A Increase Availability of Supportive Services	2023	2028	Homeless	Citywide	Ending Chronic Homelessness	CDBG: **$40,000**	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: **500 Households Assisted** Public service activities other than Low/Moderate Income Housing Benefit: **800 Persons Assisted**
1B Expand Options for Overnight Shelter Beds	2023	2028	Homeless	Citywide	Ending Chronic Homelessness	CDBG: **$45,000**	Homeless Person Overnight Shelter: **400 Persons Assisted**
2B Expand Choice for Affordable Home Buying Opportunities	2023	2028	Affordable Housing	Citywide	Direct Financial Assistance to Homebuyers	CDBG: **$216,952.84**	Proving DPA to new homebuyers for Low-Moderate income persons
3A Provide for Owner Occupied Housing Rehabilitation	2023	2028	Affordable Housing	Citywide	Ensuring Homeownership is Sustainable for All	CDBG: **$135,000**	Homeowner Housing Rehabilitated: **20 Household Housing Unit**
3B Provide for Energy Efficiency Upgrades and Accessibility	2023	2028	Affordable Housing	Citywide	Ensuring Homeownership is Sustainable for All	CDBG: **$85,000**	Homeowner Housing Rehabilitated: **200 Household Housing Unit**

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding 2026	Five Year Goal Outcome Indicator
4A Increase Economic Opportunities for LMI Populations	2023	2028	Non-Housing Community Development	Citywide	Improving Social Determinants of Health and Addres	CDBG: **$117,027.84**	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: **80 Persons Assisted** Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: **500 Households Assisted**

Table 5 – Goals Summary

Goal Descriptions

****The following table only includes 2023-2027 Consolidated Plan Goals that are addressed in the 2025 Annual Action Plan.**

1	**Goal Name**	1A Increase Availability of Supportive Services
	Goal Description	Improve and expand availability of supportive services for persons experiencing or at risk of homelessness. Activities include case management, counseling, drug and alcohol rehabilitation, and other wrap around services necessary to transition an individual out of homelessness.
2	**Goal Name**	1B Expand Options for Overnight Shelter Beds
	Goal Description	Improve and increase the availability of overnight shelter beds through homeless persons overnight shelter operations.
3	**Goal Name**	2B Expand Choice for Affordable Home Buying Opportunities
	Goal Description	Provide Direct Financial Assistance to Homebuyers
4	**Goal Name**	3A Provide for Owner Occupied Housing Rehabilitation
	Goal Description	Provide for owner occupied housing rehabilitation for low- to moderate income households.
5	**Goal Name**	3B Provide for Energy Efficiency Upgrades and Accessibility Retrofits
	Goal Description	Provide for rehab activities in both owner occupied and rental units that makes them more energy efficient or ADA accessible.
6	**Goal Name**	4A Increase Economic Opportunities for LMI Populations
	Goal Description	Increase economic opportunities for low- to moderate-income populations. Activities include, but are not limited to, public facility renovations to be used for job training programs.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 2024-25 reflect a variety of programs, facility improvements and public services in addition to programs focused upon increasing affordable housing to include homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households. Additionally, the City operates a local Affordable Housing Trust Fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City estimates that roughly $200,000 will be generated and used for mortgage principal reduction loans.

Projects

#	Project Name
1	Program Administration
2	Public Services
3	Housing
4	Public Facilities and Improvements

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to prioritize supporting the work of its nonprofit partners who provide the majority of housing-related programming, services and shelter. The applicants must demonstrate the need for their allocation through data evidence. All applicants for CDBG funds are required to match the funds at a 1:1 basis, ensuring that funded projects are viable.

AP-38 Project Summary

Project Summary Information1	**Project Name**	Program Administration
	Target Area	Citywide
	Goals Supported	1A Increase Availability of Supportive Services 1B Expand Options for Overnight Shelter Beds 2B Expand Choice for Affordable Home Buying Opportunities 3A Provide for Owner Occupied Housing Rehabilitation 3B Provide for Energy Efficiency Upgrades and Accessibility Retrofits 4A Increase Economic Opportunities for LMI Populations
	Needs Addressed	Ending Chronic Homelessness Ensuring Housing Stability for All Ensuring Homeownership is Sustainable for All Improving Social Determinants of Health and Addressing Emerging Needs
	Funding	CDBG: $120,000
	Description	General management, oversight, and coordination of administering the CDBG program
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	All 2024 CDBG-funded activities will be indirectly supported through the CDBG program administration
	Location Description	Citywide
	Planned Activities	Program Administration ($120,000)
2	**Project Name**	Public Services
	Target Area	Citywide
	Goals Supported	1B Expand Options for Overnight Shelter Beds
	Needs Addressed	Ending Chronic Homelessness Improving Social Determinants of Health and Addressing Emerging Needs
	Funding	CDBG: $45,000
	Description	Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with homelessness response, employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments), or recreational needs
	Target Date	6/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	The Adelante Program estimates to serve 800 youth enrolled in Santa Fe Public Schools and their families whom are experiencing or at risk of experiencing homelessness. Interfaith Shelter estimates to provide overnight shelter stays and services to 400 chronically homeless individuals through their Summer Safe Haven for All Program.
	Location Description	Citywide
	Planned Activities	SFPS Adelante Expanded School Liaison Program ($40,000); Interfaith Shelter's Summer Safe Haven for All ($45,000)
3	**Project Name**	Housing
	Target Area	Citywide
	Goals Supported	2B Expand Choice for Affordable Home Buying Opportunities 3A Provide for Owner Occupied Housing Rehabilitation 3B Provide for Energy Efficiency Upgrades and Accessibility Retrofits
	Needs Addressed	Ensuring Homeownership is Sustainable for All
	Funding	CDBG Entitlement: $320,000, Estimated PI: $200,000
	Description	A means of providing or producing affordable housing, such as production, rehabilitation, or acquisition.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	SF Habitat for Humanity will provide emergency home repairs to an estimated 20 low- to moderate-income households through their Home Repair Program. Although Homewise and the Santa Fe Community Housing Trust do not have a PY24 CDBG allocation, the City of Santa Fe estimates the organizations will generate approximately $200,000 of program income over the program year and will provide mortgage assistance loans to roughly 2-4 households.
	Location Description	Citywide.
	Planned Activities	SF Habitat for Humanity ($135,000); Homewise- Energy Efficiency ($85.000) in addition to Mortgage Reduction Program Income; and SF Community Housing Trust- Mortgage Assistance ($100,000) in addition to Program Income. Cumulative estimated PI: $200,000
4	**Project Name**	Public Facilities and Improvements
	Target Area	Citywide
	Goals Supported	4A Increase Economic Opportunities for LMI Populations Populations
	Needs Addressed	Improving Social Determinants of Health and Addressing Emerging Needs
	Funding	CDBG: $117,027.84

	Description	According to the CDBG program, public facilities and public improvements are interpreted to include all facilities and improvements that are publicly owned, or that are owned by a nonprofit and open to the general public. Eligible activities include acquisition, construction, rehabilitation, or installation of public facilities and improvements.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Youthworks will utilize CDBG to convert their nonprofit facility into a commercial kitchen for a job training program for at-risk youth. They estimate to provide job training to about 80 youth a year.
	Location Description	Citywide
	Planned Activities	Youthworks Social Justice Kitchen ($117,027.84) to convert facility into a commercial kitchen with seating for public.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The Community Development Commission placed the highest funding priority on affordable housing and the provision of related services citywide, rather than focusing on a specific area or neighborhood. Another high priority of the CDC is funding public facilities that most closely serve very low-income households, as well as funding public services that help very low-income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically.

All programs for the 2024 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with a larger population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example, the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at-risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve access to the community's housing opportunities. Delivery of these services is provided through the City's network of nonprofit partners, which ensures they are effective, responsive and timely. For the upcoming program year, the City will immediately deploy Affordable Housing Trust Funds (AHTF) in the amount of $3,877,554 in conjunction with CDBG funds, serving over 600 additional households and individuals. The tables below detail affordable housing goals for CDBG in the upcoming program year, specifically Habitat for Humanity's Home Repair Program and program-income funded mortgage assistance loans administered by Homewise and the Housing Trust.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	22
Special-Needs	0
Total	22

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	2
Total	22

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG will support Habitat's Home Repair Program. The City estimates that $200,000 of program income will be generated over the program year and utilized for mortgage assistance loans administered by Homewise and the SF Community Housing Trust.

In addition to the above-mentioned CDBG funded projects, Affordable Housing Trust Funds (AHTF) will be used to support supplies, new construction and affordable housing provision. The City also emphasizes the future utilization of City-owned land to build affordable housing. The Community

Development Commission is passionate about exploring ways to present City-owned land to the City Council to be used for this effort. There is a shortage of affordable rental housing in Santa Fe, which puts the existing housing vouchers in the City at risk of being remitted back to HUD if not put to use. Utilizing City-owned land to build affordable housing will be a priority of the CDC and the City moving forward by illustrating a priority of the Affordable Housing Trust Fund (AHTF) RFP towards affordable housing construction, in order to provide more voucher opportunities for the Housing Authority.

AP-60 Public Housing – 91.220(h)

Introduction

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 28 units of public housing, 503 units of HUD Project based rental assistance (PBRA) – 459 of which are also LIHTC units, and 190 Low Income Housing Tax Credit (LIHTC). SFCHA also manages 723 housing choice vouchers in Santa Fe. Of the PBRA there are a total of 359 units for seniors and 132 units for families. Currently, over 300 people are on the waiting lists for a housing authority apartment unit, and approximately 300 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for housing. The wait for a unit is between 18 and 24 months; however, the waiting lists are usually only open on a lottery basis at designated times during the year. In additional SFCHA owns and operates affordable units in the City of Espanola and the Town of Bernalillo.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

According to the Santa Fe Civic Housing Authority, 328 families with a voucher have a member with a disability, and 300 voucher participants are elderly.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. Additionally, SFCHA successfully applied for and completed a 45 unit family project at the end of 2022 using Low Income Housing Tax Credits. In 2024 SFCHA has been awarded a preliminary award for 2024 Low Income Housing Credits (Ocate apartments) for 60 units of which 13 will have rental assistance vouchers.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both Public Housing Authority's (PHA) provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHA is not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. If the land is titled to the City it subordinated and amended its lease agreements with the housing authority, this occurred on 6 projects, all subsequent projects had land titled under the Housing Authority. The City provided support for the Calle Resolana project, 45- townhomes that were awarded LIHTC funding in 2019 and has awarded a 2024 grant for the Ocate project.

As mentioned in the Affordable Housing section, the Community Development Commission is adamant about utilizing City-owned land to build affordable housing and wants to establish this as part of the City's values. The City desperately needs more affordable rental units to be available to the Housing Authorities to use their vouchers. The Community Development Commission wants to address this pressing problem and make this a priority moving forward.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent "at-risk" populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City became a Built for Zero (BFZ) community in 2019, joining a national movement committed to end homelessness measurably and equitably. Communities in BFZ focus on achieving "functional zero" for one population, as a step on the way toward solving homelessness for all populations. This evidence-based model uses quality data to guide communities to reach functional zero, when reached, makes homelessness rare and brief. Quality data is maintained by collecting real-time, by-name data through coordinated outreach efforts to create a list of every individual experiencing homelessness in the community. A "by-name list" helps providers understand the unique needs of an individual experiencing homelessness and recognizes that unhoused individuals all have their own story. Functional zero is indicated by inflow and outflow. A community has reached functional zero when the number of people being housed surpasses the number of individuals being added to the by-name list. A critical aspect of BFZ relies on affordable housing stock. Community Solutions, the driving organization for BFZ, is motivated to identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing to ensure a continuous housing supply for individuals exiting homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs. All of the city's nonprofit partners who work with homeless persons have extensive outreach activities that the City seeks to improve over the next program year. The City's one year goal is to identify, by-name, all the currently chronically homeless individuals and those precariously housed –this will be completed through an online database that can access and screen for basic social determinants of health. The City is working with local non-profit service providers, the HMIS continuum site as well as

housing partners.

In the winter, the Interfaith Shelter, St. Elizabeth's and Youth Shelters provide emergency beds, meals and clothing. Most importantly, the organization brings together outreach coordinators to case consult and provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the Interfaith Shelter, St. Elizabeth's, and Youth Shelters and Family Services, which is partially funded through local funds allocated through the City's Youth and Family Services Division.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic homelessness in participating communities. The coordinated entry system is used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the individuals who are currently chronically homeless in Santa Fe.

In December 2020 the City helped a national nonprofit, Community Solutions, in conjunction with St Elizabeth Shelter, its local partner, to purchase the Santa Fe Suites, a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City provided funding to purchase another property, the Lamplighter Inn, which is currently being converted into residential use for permanent supportive housing. The Lamplighter's conversion into affordable housing is still in process and the City is hopeful it will be occupied within the next calendar year. The City has provided rescue plan funds (CARES and ARPA) for the acquisition of these properties and has deployed both CDBG and AHTF for capital improvements and renovations necessary to convert the properties from motels to apartment buildings used for affordable housing.

Addressing the emergency shelter and transitional housing needs of homeless persons. The City relies on a network of service providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

- **St. Elizabeth Shelter.** Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeths recently took on management of the Suites, which is a mixed-income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The shelters provide respite care for those who are in need of a place to

recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

- **Consuelo's Place Shelter.** Consuelo's Place Shelter (CPS) provides emergency shelter and services for those experiencing homelessness and for those at imminent risk of becoming homeless. CPS also provides quarantine services and housing for those who have recently tested positive with COVID-19, have had recent exposure to COVID-19 and/or are awaiting results. The latter service is offered to individuals and families who lack a safe space to quarantine during the period of infection. CPS provides safe and stable emergency housing, intensive and high-quality case management, connects those facing a variety of housing related crises to appropriate resources and information and assists clients in securing and maintaining permanent housing after residency at CPS.
- **Interfaith Community Shelter (ICS).** Through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Summer Safe Haven for All. Resource Days operate 3 days/week, year round, with 12 partner provider agencies.
- **Life Link.** Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.
- **Esperanza Shelter.** Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management, child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.
- **Youth Shelters and Family Services.** Youth Shelters and Family Services provides shelter and resources for hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides tens of thousands of bed nights annually for youth experiencing homelessness through its emergency shelter, transitional living program, and rapid rehousing program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming

homeless again. The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City, along with other local housing funding partners, has contributed funds to the Lamplighter Inn project, which will convert a local motel into 58 units of affordable housing with 25% of the units reserved for people exiting homelessness. The City has supported this project using AHTF, CDBG, as well as $2 million in ARPA funds towards the acquisition of the property.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs. The City's CDBG entitlement funds and local funds will be used to support those with special needs through Adelante, Life Link, and the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Youth and Family Services Division funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children with special needs and/or at risk of homelessness) and Interfaith (Community Shelter with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration.

The City also funds SFPS Adelante Program which works directly with students in Santa Fe Public Schools. The Adelante staff members work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth, such as Youth Shelters and Family Services' Transitional Living and Street Outreach Programs. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of organizations serving those who are, or are at risk of becoming, homeless (Life Link, SFPS Adelante Program, YouthWorks, the Santa Fe Recovery Center, and NM Coalition to End

Homelessness). These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services. Additionally, Consuelo's Place Shelter takes in individuals who have been discharged from the county jail, the hospital, and recovery programs.

Discussion

As a result of the COVID-19 pandemic, the City re-commissioned several dormitory rooms and campus apartments at the Midtown Campus to house homeless people or people without access to a safe place to stay if they needed to self-quarantine. Four years later, the Midtown Emergency Shelter has evolved into Santa Fe's first and only non-congregate shelter, Consuelo's Place Shelter. What was initially intended to provide unhoused individuals with a place to quarantine or isolate from the coronavirus has become a proven and necessary community resource to stabilize a vulnerable population and eventually connect them to permanent housing. The City has deployed various funding streams to support the operations of Consuelo's, including CDBG, Affordable Housing Trust Fund, as well as CARES and ARPA federal rescue act funds. The City recognizes the importance and need of non-congregate shelter in the community and intends to build the capacity of Consuelo's to continue its operations. City staff is currently looking at other properties to permanently house a non-congregate shelter, as the dormitories at the former college campus are slated for demolition in the coming years.

Several of the City's housing projects and activities support non-homeless special needs persons, such as the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, and public housing residents. A regularly CDBG-funded activity, Habitat for Humanity's Home Repair Program, provides emergency home repairs, such as walk-in bathtubs, wheel chair ramps, as well as the replacement of carpet with linoleum for wheelchair-bound residents. Many of the beneficiaries of this program are elderly or experiencing disabilities. The City has also provided funding to the Santa Fe Civic Housing Authority for various public housing projects. According to the Santa Fe Civic Housing Authority, 328 families with a voucher have a member with a disability, and 300 voucher participants are elderly.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development-- particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, and the lack of public transportation. Applicants for CDBG funds are required to demonstrate how their project will promote livability, sustainability, walkability to services, transportation and quality schools.
3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City

website and is updated every few years. The City also provides referrals to HUD's Fair Housing resources.

4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a "very serious" contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

Discussion:

Recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city's renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City's objective is to support a healthy housing market that offers all types and price ranges. To that end, the City's been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael's Drive, the Airport Road corridor and the Midtown campus property.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow "aging in place" and entrepreneurial activities.

A focus in 2024 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

AP-85 Other Actions – 91.220(k)

Introduction:

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high-quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. Furthermore, due to the rise of remote work from the COVID-19 pandemic, Santa Fe has seen an influx of remote workers move to the city who earn far more than the average Santa Fean and drive up market rate rents.

A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of capacity to address systems gaps with available resources. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. Because of the predominance of tourism and service-oriented jobs, as well as the high numbers of self-employed and gig economy workers, the effects of the pandemic were initially devastating, but the economy is in a recovery period.

The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs, particularly those arising from the pandemic. More importantly, the City will dedicate its resources to keeping safely housed those who are recently unemployed, precariously housed or homeless.

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or

work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services.

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health (NMDOH), Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home

rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City is implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects both followed suit and implemented this approach.)
- Continue funding a local housing voucher program to provide assistance to low-income homeowners or near to homeless and homeless families to prevent displacement; (Local funds will support , Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Habitat for Humanity.)
- Work with for-profit and nonprofit organizations to develop new multi-family, mixed income rental property;
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe's existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA's acquisition/rehabilitation of rental properties nearing the end of their initial affordability compliance periods as well as building new units when feasible.

Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner possible. The sub-grantees are then able to leverage additional

programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2024 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at-risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development Division for the increase of affordable workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community.

The Youth and Family Services Division funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran navigator through the Santa Fe Veterans Alliance and flexible funding to keep precariously housed veterans in their homes. The City also funds Adelante, a school-based program, and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. The City will continue to support these organizations along with providing support for case consulting meetings. These partners, among others, are part of CONNECT, a resource navigation program that uses a City-purchased database. While this is a new data system, we have already seen positive results, including better identification of those precariously housed, getting those families/individuals into programs or referrals to housing assistance to avoid falling into homelessness. CDBG funds have been used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run

by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; support of the upgrades at Chainbreaker Collective's headquarters, where they offer both a Bicycle Resource Center and Renter's Rights Center; and support for low-mod homebuyers and homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at-risk youth and people with special needs and disabilities.

Due to many factors, such as some lingering economic effects of the Covid-19 pandemic, inflation, high interest rates, economic disparity in Santa Fe continues to worsen. The number of households at risk of becoming homeless or experiencing episodic homelessness has increased dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

City of Santa Fe Memorandum

To: Mayor Alan M. Webber

From: Katherine Christner, Public Safety Committee Liaison

Date: June 25, 2025

Re: Request for approval of appointment of new Public Safety Committee Member

The purpose of the Public Safety Committee: The Public Safety Committee shall be charged with reviewing programs, initiatives, projects, construction, signage and such other matters regarding the Santa Fe Police and Fire Departments operations as may require public examination prior to Governing Body approval. The Public Safety Committee shall also be charged with making recommendations to the Finance Committee, Governing Body and such other bodies as may be required to consider public safety issues.

Duties and Responsibilities (Article 3, Section 3) The Public Safety Committee shall be responsible for the ten items listed in resolution 1984-56. Article 3. Section 3 (A), including making recommendations to the Governing consistent with the purpose provided above.

Membership: (Article 7) The Public Safety Committee shall consist of nine members. The term of each member shall be four years. Members need not be residents of the City of Santa Fe. Membership of the committee shall consist of a chairperson who shall be a member of the governing body, a vice chair who shall be a citizen at-large, and seven other at-large members.

Officers: (Article 8) The Mayor shall appoint a member of the Governing Body as the chair and the vice chair shall be designated by the chair in accordance with Article 8.

Laura Liswood is passionate about leadership, public safety and well-being and the value diverse perspectives bring to individuals and society. She is a former armed reserve officer, an academy training instructor and was appointed to the Washington DC Metro Police Department Investigations Review Panel. She was Commissioner to the New Mexico Personnel Review Board, is the Secretary General for the Council of Women World Leaders and a former Managing Director at Goldman, Sachs & Co. She holds an M.B.A. and a J.D. as well as being an author. Ms. Liswood will bring tremendous experience and a unique perspective to the Public Safety Committee.

The Public Safety Committee would like to formally submit a recommendation for the appointment of Laura Liswood to the Public Safety Committee.

Expression of Interest

Laura Liswood

[redacted], Santa Fe, NM 87501 | [redacted] | Email: [redacted]

I write to express my interest in using my experience, knowledge, and background in law enforcement, diversity and involvement in police review boards to support my interest in being nominated to the Santa Fe Public Safety Commission.

After the events of 9/11, I entered the Washington, D.C. Metropolitan Police Academy and graduated as an armed reserve officer. During my services before retirement in 2014, my duties included police mountain bike officer, special operations division assignment, promotion to sergeant, participation in four presidential inaugural preparation teams, and certification as an academy training instructor. It was an honor to service with many extraordinary men and women, providing me with lessons and practice in the challenges of policing in the diverse Washington, D.C. community.

In 2021, I was appointed to the newly established Washington DC Metro Transit Police Department Investigations Review Panel. The purpose of the MTPD Review Panel was to conduct an independent and impartial review of completed investigations including those relating to use of force, customer complaints and possible discrimination in police actions. My tenure was through 2024. I believe this background will be advantageous for the issues that are brought forth to the Santa Fe Public Safety Commission.

My career has also provided opportunities to work with the Dallas Police Department, the Caruth Police Institute, U.S. Citizenship and Immigration Services, U.S. Department of Homeland Security and the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives.

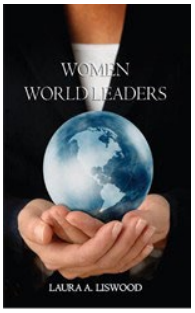
In 2019, the New Mexico State Legislature approved Governor Grisham's appointment of me as a Commissioner to the New Mexico Personnel Review Board where I became Chair with my term ending in 2024. That position gave me a wide scope of exposure to both the state of New Mexico and the City of Santa Fe.

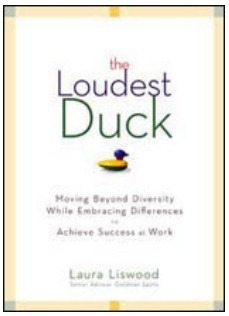
I hold a JD and MBA and am licensed to practice law in Massachusetts and California.

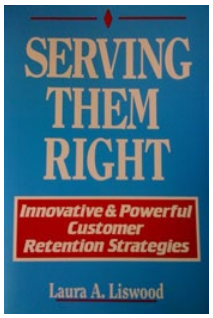
In this critical moment in the community, I seek to be of service to your office in a volunteer capacity to support developing a vibrant Santa Fe Public Safety Commission.

Sincerely,

Laura Liswood


WOMEN
WORLD LEADERS
LAURA A. LISWOOD


the
Loudest
Duck
Moving Beyond Diversity
While Embracing Differences
to
Achieve Success at Work
Laura Liswood


SERVING
THEM
RIGHT
Innovative & Powerful
Customer
Retention Strategies
Laura A. Liswood



LAURA A. LISWOOD

Secretary General, Council of Women World Leaders
Former Managing Director, Goldman, Sachs & Co.

Laura Liswood is a speaker and author, passionate about leadership, public safety and well-being and the value diverse perspectives bring to individuals and society.

She wondered what it would take to have a woman elected president in the United States so she journeyed around the world for 18 months to meet all of the women presidents and prime ministers, the only person ever to do so. Her interviews are chronicled in her book and PBS video documentary, *Women World Leader; 15 Great Politicians Tell Their Stories*. She heard so many similar stories of what it is like to be a women leader, she co-founded the Council of Women World Leaders with President Vigdis Finnbogadottir of Iceland, President Mary Robinson of Ireland. Laura is the Secretary General of the Council.

With her work on leadership and diversity, Laura was named Managing Director, Global Leadership and Diversity for Goldman Sachs & Co. Working on issues of globalization, leadership and workforce diversity; she later became a Senior Advisor to the firm.

Laura's experience includes consulting for the Boston Consulting Group, and CEO/President of the American Society for Training and Development, She was appointed by the US Secretary of Defense for a three year term on the Defense Advisory Committee on Women in the Services (DACOWITS). After the events of September 11, 2001, Laura spent 10 months in the police academy and became a reserve police officer for the Washington DC Metropolitan Police Department and a mountain bike officer. She retired from Special Operations Division as a sergeant.

Appointed by Michelle Lujan Grisham, the Governor of New Mexico, Laura was Chair of the New Mexico State Personnel Board from 2019-2024. She was also on the WMATA Metro Transit Police Investigations Review Panel as the representative from Maryland from 2020-2024.

She holds an M.B.A. from Harvard Business School and a B.A. from California State University, San Diego. She earned a J.D. degree from the University of California, Davis, School of Law, and is admitted to practice law in California and Massachusetts.

Laura is the author of four books: *The Elephant and the Mouse: Moving beyond the Illusion of Inclusion (Wiley), The Loudest Duck: Moving beyond Diversity (Wiley)*, *Women World Leaders* (Harper Collins) and *Serving Them Right* (Harper Business).

Laura Liswood
[redacted]
Santa Fe, NM 87501
[redacted]