Agenda **Regular Meeting of the Finance Committee**
August 25, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public 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*, if created,* 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.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
    a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)
    b. City of Santa Fe Introductions and Investment Strategy. (Deanne Woodring, President and Senior Advisor with Government Portfolio Advisors, deanne@gpafixedincome.com)
6. Action Items: Consent Agenda
    a. Request for Approval of the August 11, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

        Committee Review:
        Finance Committee: 08/25/2025

    b. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $244,838 to Re-Appropriate One-Time Funding from FY25 to FY26

for Security Services. (Randy Randall, TSF Executive Director; rrandall@santafenm.gov).

Committee Review:
Quality of Life Committee: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

c. Request for Approval of Amendment No. 1 to Item #24-0436 Professional Services Contract with Woven Architecture, LLC. to Increase Compensation by $153,426 for a New Amount of $210,885.57 Including NMGRT and to Extend the Term to June 30, 2026 for Phase Two of the Santa Fe Community Convention Center Terrace Remodel Design. (Randy Randall, TSF Executive Director; rrandall@santafenm.gov).

Committee Review:
Public Works & Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/25/2025

d. Request for Approval of Capital Appropriation Project 24-I3143 with New Mexico Department of Finance and Administration in the Total Amount of $400,000 for Permanent and Transitional Housing to End Homelessness with a Reversion Date of June 30, 2028. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $400,000 to Allocate Grant Proceeds to Community Health and Safety Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $78,285 to Re-Appropriate the Midtown Redevelopment Agency's Unused One-Time Funding Balance from the FY25 Budget to FY26 to Support the Implementation of Policies, Create Art Installations and Host Events at Midtown. (Loretta Olguin, Business Operations Manager; lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

f. Request for Approval of a Memorandum of Understanding with Headwater Economics, Inc., a Montana Nonprofit Corporation for Community Planning Assistance for Wildfire Program. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Quality of Life Committee: 8/20/2025
Finance Committee: 8/25/2025
Governing Body: 08/27/2025

g. Request for Approval of Memorandum of Agreement with the New Mexico Health Care Authority in the Amount of $583,620.26 for the Purpose of Participation in the NM Ambulance Supplemental Payment Program with a Return Revenue of $2,094,456.35 from the Federal Medicaid Program. (Sten Johnson, Assistance Fire Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $583,620.26 to Increase Fire Emergency Services Miscellaneous Expenses.

Committee Review:
Quality of Life Committee: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

h. Request of Approval of a Professional Services Contract with HDR, Inc. for Hydraulic Modeling Engineering Services in the Total Amount of $420,560.65 Including NMGRT for a Four-Year Term. (Clinton Peterson, Engineer; cdpeterson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $420,561 from the Water Enterprise Fund to WIP Design.

Committee Review:
Public Works & Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

i. Request for Approval of Amendment No. 1 to Professional Services Contract Item #23-0513 with Carollo Engineers to Remove Fiscal Year Compensation Amount Limits and Change the Total Contract Amount to $8,000,000 Including NMGRT for On-Call Engineering Services. (John Del Mar, Engineer, jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

j. Request for Approval of a Construction Contract with AAC Construction, LLC for On-Call Equipment Replacement, Repair and Installation Services in the Total Amount of $8,655,000 Including NMGRT for a Four-Year Term. (P. Fred Heerbrandt, P.E.; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

k. Request for Approval of Exhibit A to Master Lease Agreement with Document Solutions, Inc. to Lease Equipment in the Total Amount of $861,630.60 through June 30, 2026. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

l. Request for Approval of a Construction Contract with AnchorBuilt, Inc. for On-Call Equipment Replacement, Repair and Installation Services in the Total Amount of $8,655,000 Including NMGRT for a Four-Year Term. (P. Fred Heerbrandt, P.E.; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

m. Request for Approval of a Professional Services Contract with ITConnect for On-Call Telecommunications and Network Engineering Services in the Total Amount of $649,125 for a Four-Year Term. (P. Fred Heerbrandt, P.E.; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $649,125 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

n. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $540,398 from Water Enterprise Fund Cash Balance to WIP Construction for City-Wide Water Utility Construction and Repair. (Bill Huey, Engineer; bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

o. Request for Approval of a Budget Amendment Resolution (BAR) from Water Enterprise Fund Cash Balance to WIP Construction in the Total Amount of $3,000,000 for Priority Line Replacement. (Bill Huey, Engineer; bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

p. Request for Approval of a Professional Service Contract with Wunderlich-Malec Systems for On-Call SCADA and Controls Engineering Services in the Total Amount of $346,200 Including NMGRT for a Four-Year Term. (P. Fred Heerbrandt, P.E.; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $346,200 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

q. Request for Approval of a Title III Federal and State Sub-Award # 2025-26-60026 for Services with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging in Home Support, Transportation, Nutrition, in the Total Amount of $737,207.56 through June 30, 2026. (Manuel Sanchez Senior Services Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life: 08/20/2025

Finance Committee: 08/25/2025
Governing Body: 08/27/2025

r. CONSIDERATION OF RESOLUTION NO.2025-_____. (Councilor Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor Pilar Faulkner, and Mayor Alan Webber)
A Resolution Adopting Improvements to the Budget Process for the Fiscal Year 2026/2027 Annual Operating Budget. (Rod Gould, Senior Advisor and Public Engagement Coordinator; rsgould@santafenm.gov and Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/13/2025
Quality of Life Committee:08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

s. CONSIDERATION OF RESOLUTION NO.2025-_____. (Councilor Carol Romero-Wirth and Councilor Jamie Cassutt)
A Resolution Directing the City Manager to Work with the Santa Fe River Commission and Relevant City of Santa Fe Staff to Analyze and, if Feasible, Re-Establish River Flows Through the Predevelopment Path of the Santa Fe River from below Nichols Reservoir to Cerro Gordo Road; Contract for a Comprehensive Engineering Analysis of the Two Mile Pond Complex; Design and Establish New Infrastructure as Needed; Collaborate with Stakeholders to Determine the Most Appropriate Long-Term Condition for the River Corridor; and Provide Public Education about the Santa Fe River Target Flow Ordinance. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/13/2025
Public Works and Utilities Committee:08/18/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

7. Action Items: Discussion Agenda
8. Matters from Staff
9. Matters from the Committee
10. Matters from the Chair
11. Next Meeting: Monday, September 8, 2025
12. Adjourn

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

CITY OF SANTA FE

INTRODUCTIONS AND INVESTMENT STRATEGY

August 25th, 2025

GPA GOVERNMENT PORTFOLIO ADVISORS

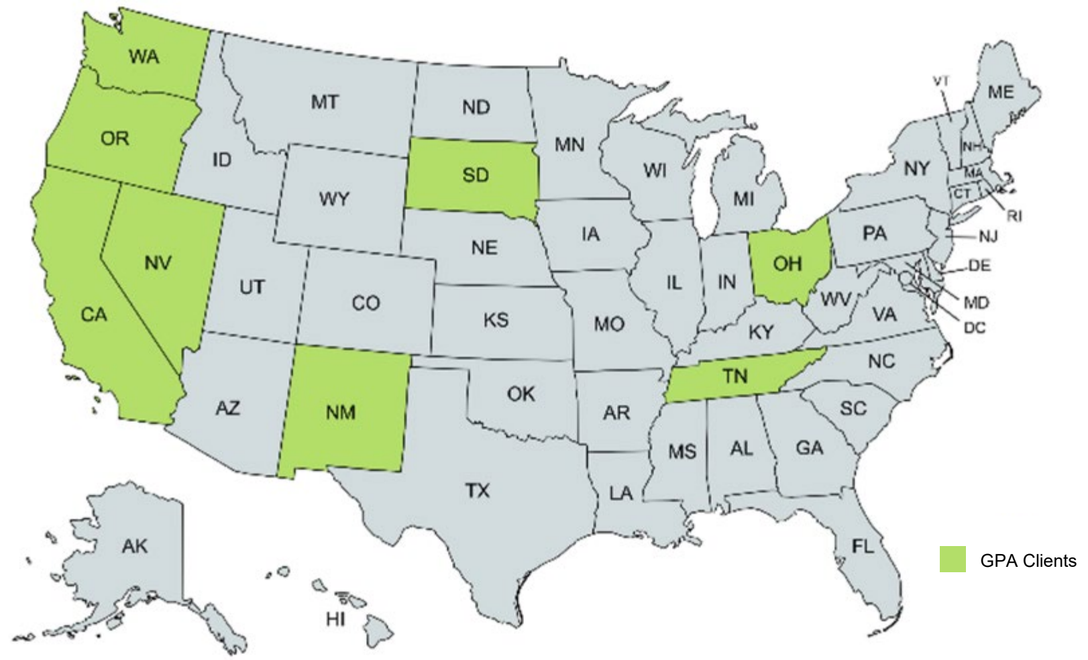
INVESTMENT ADVISORY SERVICES

ABOUT GPA

SEC Registered Investment Advisory Firm → Independent & Employee Owned → All Advisors are IAR Licensed → 3 Advisors are CFA Charterholders → Average Experience of Advisors is 20+ Years

- ✓ GPA specializes in providing investment advisory services for general operating, reserve and bond proceeds funds for public entities
- ✓ GPA acts in a fiduciary capacity and considers ourselves an extension of our clients' staff
- ✓ GPA professionals have decades of experience devoted to working with public entities
- ✓ GPA serves as advisor to 32 Oregon public entity clients, with a total of $8.56 billion in AUM as of 6/30/25

$28bln AUM → 68 Clients → 8 States → 32 OR Clients



Data as of June 30, 2025
AUM – Assets Under Management

Founded on February 4, 2014
CRD #170384
SEC #801-79184
Oregon WBE Certificate #9314

CURRENT NEW MEXICO CLIENTS



- ✓ Serving New Mexico Clients Since 2008
- ✓ Focused on a government entity client base
- ✓ Systems built for communication, visibility and state requirements

ADVISORY

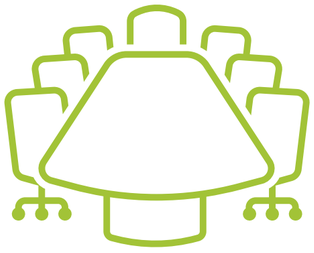
City of Albuquerque
City of Rio Rancho
City of Santa Fe
Bernalillo County
Los Alamos County
Sandoval County
Albuquerque Public Schools
Middle Rio Grande Conservancy District

CONSULTING

New Mexico State Treasurer's Office
New Mexico Finance Authority

INVESTMENT ADVISORY SERVICES

CITY OF SANTA FE



City Council & Finance Committee

- ✓ Fiduciary Responsibility – stewards of City's funds
- ✓ Policy and Procedures
- ✓ Delegation of duties to Finance Team



City Finance Team

- ✓ Cashflow forecasting
- ✓ Investments
- ✓ Reporting
- ✓ Compliance to Policy and Procedures



Government Portfolio Advisors

- ✓ Create a strategy focused on safety, liquidity, and return
- ✓ Optimize earnings by providing cashflow forecasting
- ✓ Leverage experience in transactions, reporting and markets

SERVICE OVERVIEW

GPA'S VALUE ADD

WHAT WILL OUR SERVICES ADD TO THE INVESTMENT PROGRAM?

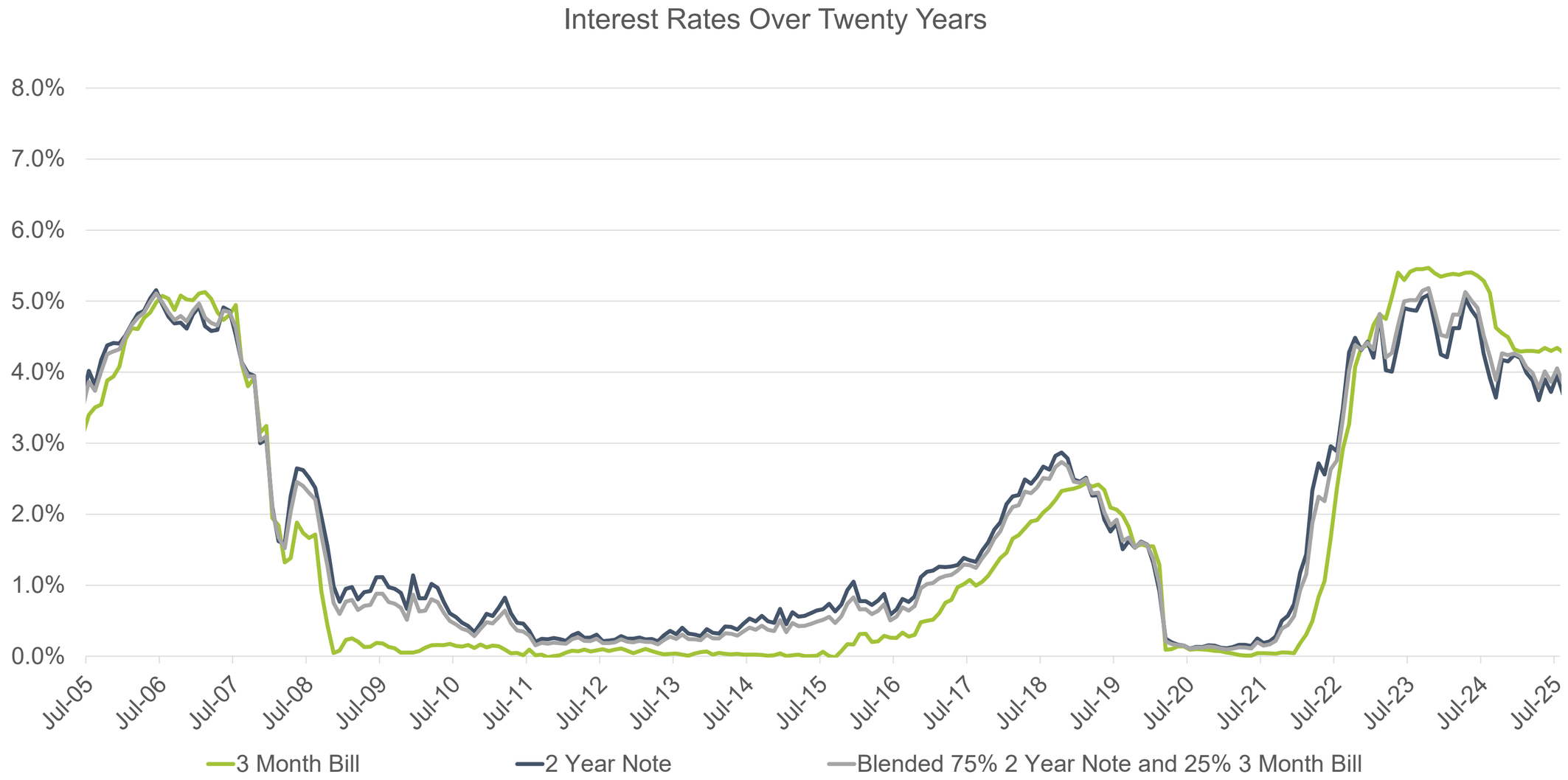
We are experienced in creating a cohesive portfolio that balances liquidity with investments. This forms a portfolio that is flexible to market and budget changes while also maximizing the earnings potential over long-term investment horizons.

- ✓ Develop a customized investment program structure that optimizes cash and investment holdings.
- ✓ Use Discipline and Transparency to Support Decision-Making with Finance Team

- ✓ Establish limits using City's known outflows
- ✓ Select benchmark that will guide maturity structure
- ✓ Strategic Asset Allocation based on statute, policy and City's preferences/risk tolerance

WHY IMPLEMENT AN INVESTMENT PLAN?

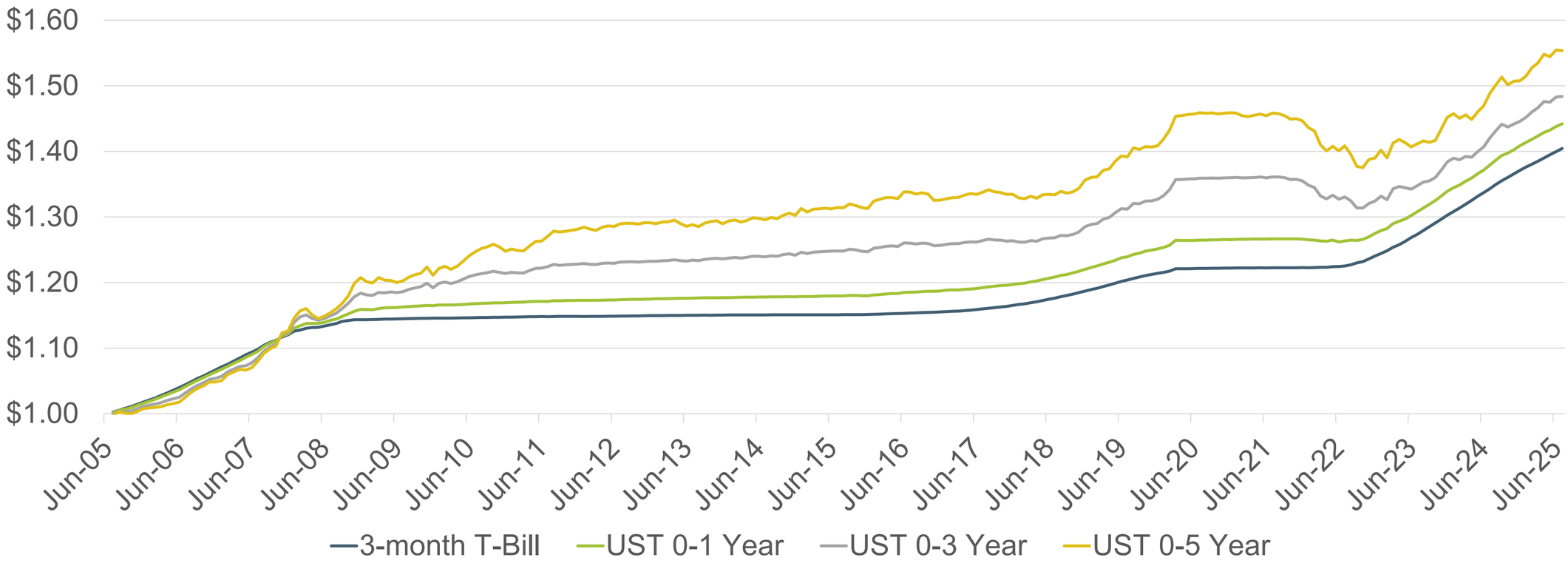
- ✓ Transparency
- ✓ Concise-Decision Making
- ✓ Positive earnings for longer investing- Historically



STRATEGY OVERVIEW

EXTEND DURATION WITHIN RISK GUIDELINES

Growth of $1 Investment by Duration
(20 Year Lookback)



Benchmark	Average Duration	Dollar Growth on $100 Million Portfolio	Incremental Growth Over 90 Day Bill ($)
90 Day Treasury Bill	0.23	$140,436,073	$ -
0-1yr Treasury	0.51	$144,205,188	$3,769,115
0-3yr Treasury	1.41	$148,383,988	$7,947,915
0-5yr Treasury	2.13	$155,379,613	$14,943,540

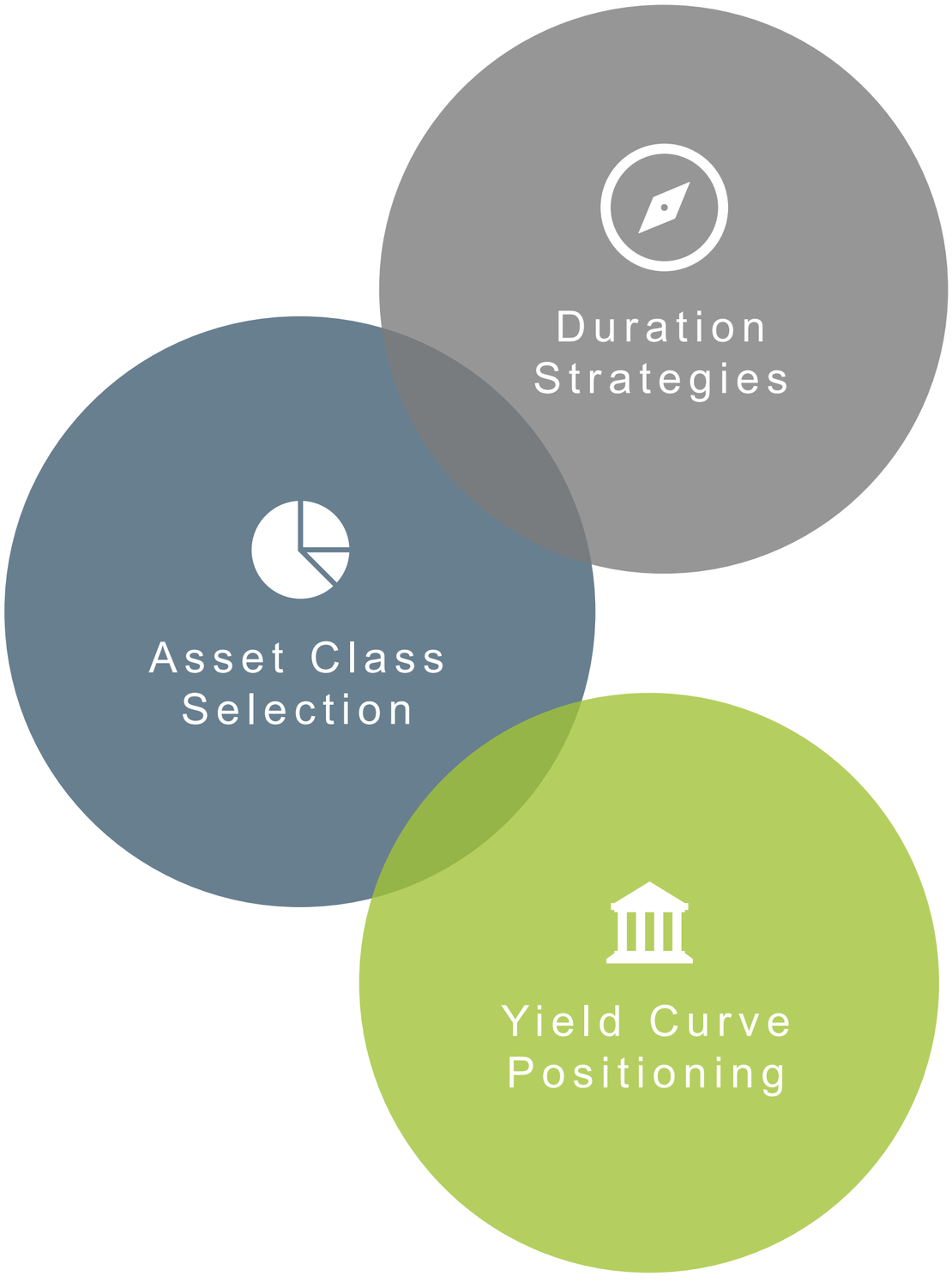
* 90 day bill represented MMF rates or cash

Source: Boomberg Historical Over 20 Years

Returns are never guaranteed, and past performance is not an indication of future results – 20-year period all Treasury index- 85 m8

Source: Bloomberg

CREATE OPTIMAL INVESTMENT PORTFOLIO STRATEGY

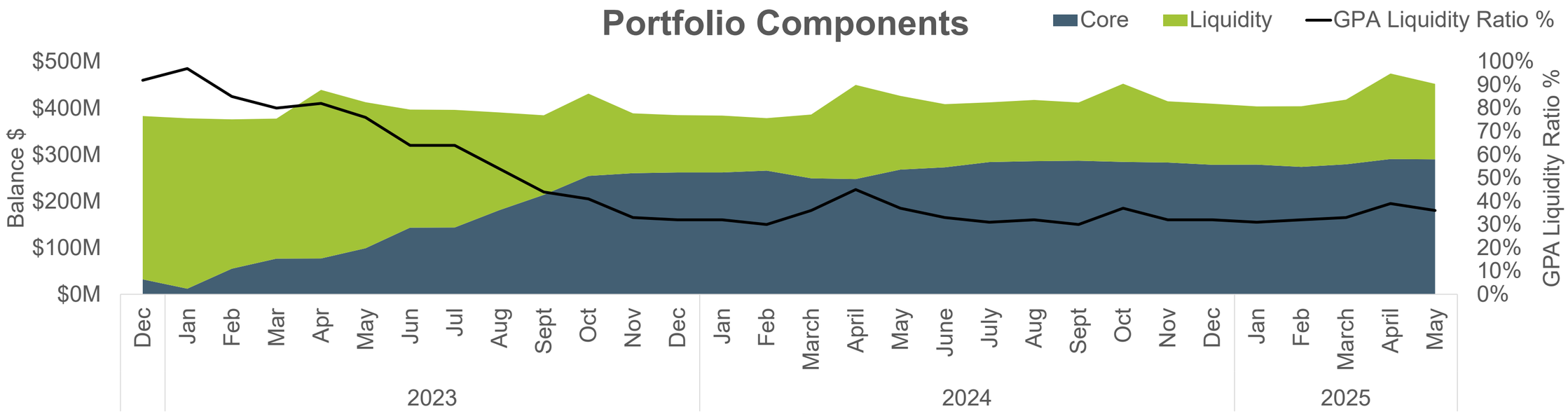


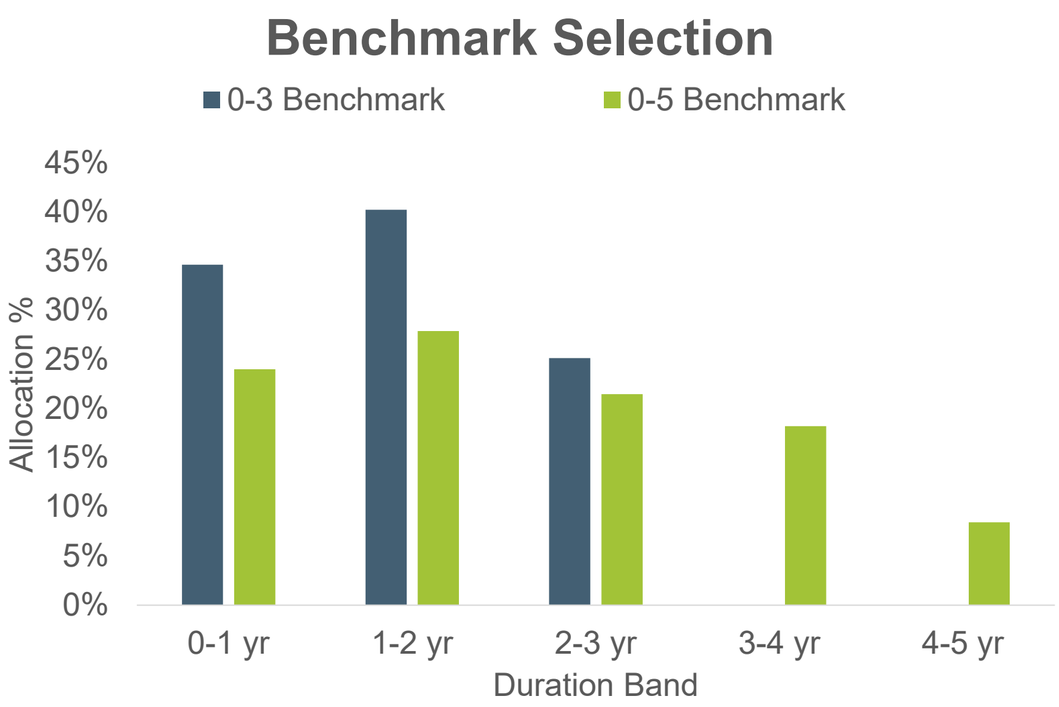
GPA creates a bespoke optimal portfolio strategy and risk management framework that seeks to:

- Earn a return aligned with a set benchmark over long investment horizons
- Create consistent interest earnings over market and business cycles
- Integrate with liquidity portfolio to meet fluctuating and uncertain cash flow needs
- Risk is controlled through liquidity management and maturity constraints

INVESTMENT PROGRAM

BUILDING THE STRATEGY





Market Sector	Strategic Target	Tactical Bands
Agency	60%	10% - 75%
Treasury	40%	10% - 90%
Municipal, NM Only	0%	0% - 10%

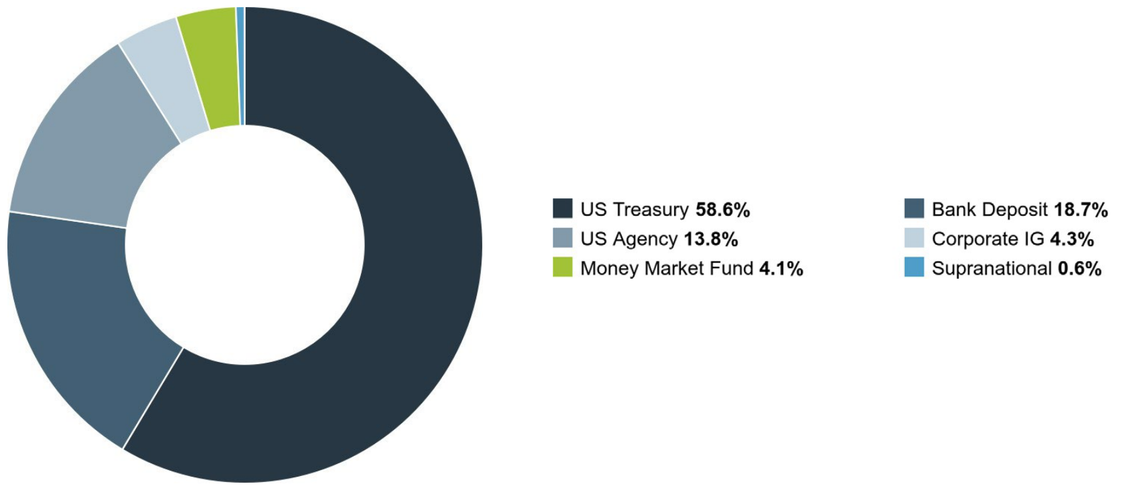
REPORTING THE RESULTS

June 30, 2025

Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	76,158,995
Investments	259,008,028
Book Yield	4.12%
Market Yield	4.04%
Effective Duration	1.26
Years to Maturity	1.34
Avg Credit Rating	AA+

Allocation by Asset Class



Strategic Structure

Account	Par Amount	Book Value	Market Value	Net Unrealized Gain (Loss)	Book Yield	Maturity*	Effective Duration	Benchmark Duration	Benchmark
BP2024 Investments	13,625,087	13,555,111	13,555,807	696	4.23%	0.44	0.42	0.51	ICE BofA 0-1 Year US Treasury Notes & Bonds
BP2025 SSGRT Investment	32,462,507	32,183,396	32,211,091	27,695	4.18%	0.84	0.82	0.51	ICE BofA 0-1 Year US Treasury Notes & Bonds
Cash Matched Investments	45,634,456	45,578,728	45,688,377	109,649	4.55%	0.45	0.43	0.08	ICE BofA US 1-Month Treasury Bill Index
Investment Core	169,933,966	178,379,151	179,617,503	1,238,352	3.95%	2.19	2.05	2.11	ICE BofA 0-5 Year US Treasury Index
Liquidity	62,507,980	62,507,980	62,507,980	0	4.27%	0.01	0.01	0.08	ICE BofA US 1-Month Treasury Bill Index
Total	**324,163,995**	**332,204,366**	**333,580,758**	**1,376,392**	**4.12%**	**1.34**	**1.26**	**1.23**	

REVIEW

ALLOWABLE SECURITIES

Authorized and suitable investments based on current Santa Fe Investment Policy.

✓ US Treasuries

✓ US Agencies

✓ New Mexico Municipal Bonds

✓ Money Market Funds

Maturity Constraints

✓ 5 years

GPA GOVERNMENT PORTFOLIO ADVISORS

PORTFOLIO COMPONENT SIZE:

RECOMMENDATION

- Pull $75 million from Primary account into Investment Core to start investing in September.
- Complete Strategy Update and Review increasing Investments
- In coming years, build Portfolio up to a 70%/30% split or a 50%/50% split
- Eventually look at BDD-Water system for diversification in portfolio

	Current Par	Target %	Recommendation	Min	Max
Liquidity Components	**390,360,011**	**50%**	**$190,370,011**		
Liquidity LGIP	87,544,491		$87,544,491	$75 Million	$100 Million
Cash Matched - Liqudity Principal	302,815,520		$112,825,520	$50 Million	$100 Million
Investments		**50%**	**$190,370,011**		
Core Investments	0		$190,000,000	$75 Million	$225 Million
Total Portfolio	390,360,011				

RECOMMENDATION PER INVESTMENT COMMITTEE-

Begin General Fund Program with $75 million

* Recommendations are rounded

SAMPLE PORTFOLIO

Begin building the portfolio structure:

- ✓ Duration aligned to established benchmark
- ✓ Laddered Portfolio provides flexibility for unknown as well as continued opportunity to reinvest in ever-changing markets
- ✓ Lock in current market rates for years to come

SAMPLE CORE PORTFOLIO STRUCTURE

Description	Par	Coupon	Maturity	Price	Yield	Duration	Yrs to Maturity	Market Value	%	Rating
FEDERAL FARM CREDIT BANKS	5,000,000.00	4.25	9/30/2025	99.947	4.457	0.201	0.205	4,997,350.00	6.66%	AA+
UNITED STATES TREASURY	5,000,000.00	0.375	11/30/2025	98.541	4.363	0.366	0.372	4,927,050.00	6.56%	AA+
FEDERAL FARM CREDIT BANKS	5,000,000.00	4	4/28/2026	99.746	4.328	0.754	0.78	4,987,300.00	6.64%	AA+
UNITED STATES TREASURY	5,000,000.00	4.375	7/31/2026	100.244	4.131	0.986	1.038	5,012,200.00	6.68%	AA+
UNITED STATES TREASURY	5,000,000.00	0.875	9/30/2026	96.27	4.078	1.174	1.205	4,813,500.00	6.41%	AA+
UNITED STATES TREASURY	5,000,000.00	4.125	2/15/2027	100.199	3.992	1.491	1.583	5,009,950.00	6.67%	AA+
UNITED STATES TREASURY	5,000,000.00	4.625	6/15/2027	101.254	3.936	1.811	1.912	5,062,700.00	6.74%	AA+
FEDERAL FARM CREDIT BANKS	5,000,000.00	4.75	10/13/2027	101.588	3.999	2.085	2.241	5,079,400.00	6.77%	AA+
UNITED STATES TREASURY	5,000,000.00	4	2/29/2028	100.273	3.888	2.432	2.621	5,013,650.00	6.68%	AA+
UNITED STATES TREASURY	5,000,000.00	4	6/30/2028	100.336	3.878	2.757	2.956	5,016,800.00	6.68%	AA+
FEDERAL FARM CREDIT BANKS	5,000,000.00	4.5	8/28/2028	101.298	4.051	2.836	3.115	5,064,900.00	6.75%	AA+
FEDERAL FARM CREDIT BANKS	5,000,000.00	4.625	11/13/2028	101.692	4.074	3.034	3.326	5,084,600.00	6.77%	AA+
FEDERAL FARM CREDIT BANKS	5,000,000.00	4.25	12/15/2028	100.663	4.039	3.138	3.413	5,033,150.00	6.70%	AA+
UNITED STATES TREASURY	5,000,000.00	3.875	9/30/2029	99.672	3.959	3.802	4.205	4,983,600.00	6.64%	AA+
FEDERAL FARM CREDIT BANKS	5,000,000.00	4	4/1/2030	99.632	4.086	4.2	4.706	4,981,600.00	6.64%	AA+
	75,000,000.00				**4.08**	**2.08**	**2.25**	**75,067,750.00**		

SERVICE OVERVIEW

TRANSITION

STEP 1

RFP and Contract

- ✓ GPA selected through RFP process
- ✓ Contract is complete
- ✓ Bond proceeds have been invested
- ✓ Preparing to begin investing general funds.

STEP 2

Investment Policy

- ✓ Current policy allows for implementation of long-term investment portfolio strategy for General Operating Funds
- ✓ Diversify maturities and asset classes

STEP 3

Strategy

- ✓ Analyze historical data
- ✓ Determine appropriate liquidity levels
- ✓ Select benchmark that aligns with risk tolerance
- ✓ Create a Strategic Asset Allocation

GOVERNMENT PORTFOLIO ADVISORS

503-248-9973

www.gpafixedincome.com

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Regular Meeting of the Finance Committee
August 11, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Lindell at 5:00 PM, on Monday, August 11, 2025, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia

MEMBERS EXCUSED
Councilor Carol Romero-Wirth

OTHER PARTICIPANTS ATTENDING
Emily Oster, Director, Finance Department

3. Approval of Agenda

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Garcia, to Amend.

VOTE The motion Passed on a voice vote.

Item p was pulled for Discussion

5. Presentations

6. Action Items: Consent Agenda

   a. Request for Approval of the July 28, 2025 Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director: ekoster@santafenm.gov)

      Committee Review:

Finance Committee: 08/11/2025

Approved on Consent.

b. Request for Approval to Purchase Six Electric Paratransit Buses from Creative Bus Sales in the Total Amount of $563,868 Excluding NMGRT. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

c. Request for Approval of a Construction Contract with Advanced Environmental Solutions, Inc. for Siler Complex Fuel Station Remediation in the Total Amount of $224,205 through December 28, 2025. (Marlisa B. Wilson, Public Works Project Manager; mbwilson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

d. Request for Approval to Enter into a Memorandum of Agreement with New Mexico Highland University for the Purpose of Providing Internships for University Students in the Field of Social Work. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov and Nicole Ault, Behavioral Health Manager; nlault@santafenm.gov)

Committee Review:
Quality of Life Committee: 8/6/2025
Finance Committee: 8/11/2025
Governing Body: 8/13/2025

Approved on Consent.

e. Request for Approval of a Construction Contract with AnchorBuilt, Inc. for Design-Build Construction Services of a Fire Apparatus Storage and Training Facility at Fire Station No. 5 in the Total Amount of $2,500,000 Including NMGRT through June 30, 2026. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

f. Request for Approval of Recovery Fund Sub-Recipient Contract with Santa Fe

Civic Housing Authority for Casa Connection Project to Construct and Renovate Property Located at 5999 Airport Road in the Total Amount of $2,000,000 through June 30, 2026. (Rocio Gosende, Project Manager, Office of Affordable Housing; rmgosende@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

g. Request for Approval of a Professional Services Contract with Life Extension Clinics, Inc. DBA Life Scan Wellness Centers in the Total Amount of $601,453 for Firefighter Physicals for a Four-Year Term. (Sten Johnson, Assistant Fire Chief; sajohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

h. Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov and Implementation Services in the Total Amount Not to Exceed $800,576.77 Including NMGRT for a Five-Year Term. (Heather Lamboy, Planning and Land Use Director; hllamboy@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

i. Request for Approval of Purchase with Skymark Refuelers for the Purchase of a 1,400 Gallon Tank Diesel and Gasoline Fuel Truck in the Amount of $254,541.(Allan Mantle, Airport Operations Manager; apmantle@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

j. Request for Approval of a Public Fireworks Display Permit Submitted by the Kiwanis Club of Santa Fe for the Burning of Zozobra on August 29, 2025, at Fort Marcy Park. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

k. Request for Approval to Purchase Replacement Camera Security System for Thirty-Nine Transit Buses and Vans from Model 1 Commercial Vehicles in the Total Amount $310,315 Including NMGRT. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

l. Request for Approval of a Construction Contract with Sub Surface Contracting, Inc. for On-Call Equipment Replacement in the Total Amount of $8,655,000 for a Four-Year Term. (P. Fred Heerbrandt, P.E.; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

m. Request for Approval of a General Services Agreement with Southwest Water Works LLC., for Operation and Maintenance Services in the Total Amount of $432,750 for a Term of One Year. (Leroy Alavardo, Operations Supervisor, @lmalvarado@santafenm.gov or Michael Dozier, Wastewater Division Director, @mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $432,750 from the Wastewater Enterprise Fund to Professional Contracts.

Committee Review:
Finance Committee: 07/28/2025
Governing Body: 07/30/2025 POSTPONED TO AUGUST 13, 2025, REGULAR GOVERNING BODY MEETING
Public Works and Utilities and Committee: 08/04/2025
Governing Body: 08/13/2025

Approved on Consent.

n. Request for Approval of Amendment No. 1 to Item #25-0176 Intergovernmental Agreement No. 25-665-2011-0000100 with the New Mexico Department of Health to Increase Grant Amount by $460,000 for a New Total Amount of $1,278,387.10 and to Extend the Term to June 30, 2026 for a Coordinated Community Response to Community Violence to Include but not Limited to Youth Violence and Gun Violence. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of an Additional $460,000 into FY26 Revenue and Expenses for a Coordinated Community Response to Community Violence.

Committee Review:
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

o. Request for Approval of a Budget Amendment Resolution (BAR) to Fund an Emergency Procurement with Arena Products and Services for the Purchase of Equipment to Repair the Ice Arena at the Genoveva Chavez Community Center (GCCC) in the Total Amount of $222,098 Excluding NMGRT from the Capital GRT Fund to Equipment & Machinery Over $5,000 in the GCCC Fund. (Brian Stinett, Recreation Division Director, bjstinett@santafenm.gov)

Committee Review:
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

p. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro, Councilor Michael Garcia, Councilor Pilar Faulkner)
A Resolution Proposing a Ballot Question to be Submitted to the City's Voters During the November 4, 2025, Regular Local Election Regarding Amending the City's Charter to Limit the Mayor's Authority to Vote when there is a Tie. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/30/2025
Public Works and Utilities Committee: 08/04/2025
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a roll call vote.

q. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Lee Garcia) A Resolution Accepting a Grant from the Local Government Road Fund Program Administered by New Mexico Department of Transportation and Entering into Cooperative Agreement Control Number L500618. (Romella Glorioso-Moss, Projects Administrator; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/30/2025
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

Approved on Consent.

7. Action Items: Discussion Agenda

8. Matters from Staff

9. Matters from the Committee

10. Matters from the Chair

11. Next Meeting: Monday, August 25, 2025

12. Adjourn

Meeting Adjourned at 05:43 P.M.

_____ _____

Liaison Chair

City of Santa Fe, New Mexico

memo

DATE: July 30, 2025

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

FROM: Randy Randall, TSF Executive Director Randy Randall (Jul 30, 2025 14:45:46 MDT)

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $244,838 to Re-Appropriate One-Time Funding from FY25 to FY26 for Security Services (Randy Randall, TSF Executive Director, rrandall@santafenmgov, 505-955-6209).

Committee Review:
Quality of Life: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

BACKGROUND AND SUMMARY:
In accordance with Request for Proposals for City-Wide, On-Call Security Guard Services (RFP#22/17/P) issued February 17, 2022, TSF will utilize this contract to provide private security in the historic district to reduce the incidence of unwanted behavior. The start up and ability to staff this service has been slow resulting in a remaining balance of the one-time funding we request to move forward into FY26 to be used to continue the service at least through October in coordination with the services provided by Urban Alchemy. After that we anticipate, private security being reduced to coverage outside of Urban Alchemy's daily presence.

FUNDING SOURCE:
Fund Name/Number: VSF Program & Events/2130523
Munis Org Name/Number: Service Contracts/510310

ATTACHMENTS:
BAR

Log # *(Finance use only)* :	
Journal # *(Finance use only)* :	

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

DEPARTMENT / DIVISION NAME	DATE
TOURISM Santa Fe	7/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
VSF Program & Events Service Contracts	2130523	510310		244,838	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 244,838	$ -

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

Carry Forward FY25 to FY26 for the one-time funding for Downtown Security

(Complete section below if BAR results in a net change to ANY Fund)

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

Shirley Spencer — 7/28/2025
Prepared By *(print name)* — 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

Division Director Signature *(optional)* — Date

Randy Randall (Jul 29, 2025 08:52:39 MDT)

Department Director Signature — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Account

Fund	213	LODTAXFND	Acct	213 35 65 6650 523 00 000 510310			
Org	[redacted]	VSF PrgEvt	Acct name	Service Contracts			Account Notes
Object	[redacted]	Svc Cnt	Type	Expense	Status	Active	
Project			Rollup	LTVEC		VSF:Programs&EventsCNT	
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2022
Original Budget	00	00	00	375,000 00
Transfers In	750,000 00	00	00	00
Transfers Out	00	00	00	00
Revised Budget	750,000 00	00	00	375,000 00
Actual (Memo)	505,161 85	00	00	00
Encumbrances	244,838 15	00	00	244,838 15
Requisitions	00			00
Available	00	00	00	619,838 15
Percent used	100 00	00	00	-65 29

BAR One Time funding Carry Forward to FY26 - VSF

Final Audit Report 2025-07-29

Created:	2025-07-28
By:	Shirley Spencer (sjspencer@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Jkuh_IC_HXpxCNniP1M-p_H5kMSqNlu

"BAR One Time funding Carry Forward to FY26 -VSF" History

Document created by Shirley Spencer (sjspencer@santafenm.gov)
2025-07-28 - 11:29:26 PM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2025-07-28 - 11:30:06 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2025-07-29 - 4:27:33 AM GMT- IP address: 104.28.124.135

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2025-07-29 - 2:52:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-07-29 - 2:52:40 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-29 - 3:40:44 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-29 - 3:41:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-29 - 3:41:04 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 11, 2025

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

From: Randy Randall, TOURISM Santa Fe Executive Director RRandall
Randy Randall (Jul 11, 2025 18:53 MDT)

Via: Melanie Moore, Director of Operations

Subject: Design Services for SFCCC Terrace

Vendor Name: Woven Architecture

Munis Vendor Number: 5149

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #1 to 24-0436 with Woven Architecture, LLC. for the Design Servies for SFCCC Terrace. Amendment 1 Increases the Amount of Compensation for a Total Contract of $210,885.57, Excluding Tax and to Extends the Term of Contract to End June 30, 2026.

CONTRACT NUMBER:

The original FY25 Munis contract is 3204758.

BACKGROUND AND SUMMARY:

Original Contract Item #24-0436 was Phase One SFCCC 2nd Floor Terrace Remodel design: for Schematic Design and Design Development and Historic District Preservation - cost $44,897.81 (complete and paid).

Requested Amendment 1 is for Phase Two – which will include construction Documents, Bidding and permits, and Administrative Construction.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: SFCONVCTR/520

Munis Org Name/Number: CCC OPER/5206600

Munis Object Name/Number: BldgStrc-NE/570400

Budget Officer / Designee: Andy Hopkins **Date:** 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

CES #2023-01-C1127-ALL Design Professional Services, Architectural Design and Construction Services.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/15/2025

CPO Comment/Exceptions: Please send the PO to CES as soon as it's printed.

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: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (Jul 15, 2025 08:02 MDT) **Title:** Accounting Manager **Date:** 07/15/2025

Comment/Exceptions: _____

ATTACHMENTS:

Retro Memo Approval
Original contract packet

CITY OF SANTA FE

Memo

Date: July 21, 2025

To: Mark Scott, City Manager
ANDREA PHILLIPS (Jul 24, 2025 10:11:24 MDT)

From: Randy Randall, TOURISM Santa Fe Executive Director
Randy Randall (Jul 21, 2025 12:49 MDT)

Via: Melanie Moore, Director of Operations

Subject: Retro Approval to Amendment #1 of Item #24-0436 to start July 1, 2025

Vendor Name: Woven Architecture, Vendor #5149

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Approval to Retro Date Amendment #1 of 24-0436 with Woven Architecture, LLC to start July 1, 2025, for the Design Servies for SFCCC Terrace. Amendment 1 Increases the Amount of Compensation for a Total Contract of $210,885.57, Excluding Tax and to Extends the Term of Contract to End June 30, 2026.

CONTRACT NUMBER:

The original FY25 Munis contract is 3204758.

BACKGROUND AND SUMMARY:

Original Contract Item #24-0436 was Phase One SFCCC 2nd Floor Terrace Remodel design: for Schematic Design and Design Development and Historic District Preservation - cost $44,897.81 (complete and paid). Term end June 30, 2025.

Requested Amendment 1 is for Phase Two – which will include construction documents, bidding and permits, and administrative construction for Reto Date of July 1, 2025, to end June 30, 2026. This amendment 1 renewal was not fully executed prior to June 30, 2025 (original contract expiration date) and therefore requires your retro approval of July 1, 2025 ending June 30 , 2026..

FUNDING SOURCE:

Fund Name/Number: SFCONVCTR/520

Munis Org Name/Number: CCC OPER/5206600

Munis Object Name/Number: BldgStrc-NE/570400

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

CES #2023-01-C1127-ALL Design Professional Services, Architectural Design and Construction Services.

ITEM #
Munis Contract# 3250020
Original Contract Item# 24-0436
CES Cooperative Agreement 2023-01-C1127-ALL

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES CONTRACT
ITEM# 24-0436

This AMENDMENT No. One (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated July 7, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **Woven Architecture, LLC.** (the "Contractor/Architect"). 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 Design Services for the Terrace of the Santa Fe Convention Center, located at 201 West Marcy Street.

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 splitting the Scope of Work into 2 Phases so that Article 1 reads as follows:

A. Phase I: (Completed under original contract dated July 7, 2024)

(a). Schematic Design: Confirm the form, junction, and image of the project.

(b). Design Development Phase: Refine the design concept and requirements.

B. The PCE includes the following changes to the original scope which will be included in Phase II:

(a.) Replacement/renovation of the entire roof deck.

(b.) Addition of a storage/preparation room.

(c.) Coordination with City of Santa Fe Vendors Crestron and AV vendors.

(d.) Addition of sunshades at existing west portal.

C. Phase II:

(a.) Construction Document Phase: Complete the construction documents.

(i.) Present options for a taller pergola and storage/preparation room.

(ii.) Written approval by the City of proposed options prior to beginning Historic Design Review Board (HDRB)/ Construction Documents.

(iii.) Historic Design Review Board Drawings: Drawings necessary for submittal to Historic Design Review Board (administrative or for HDRB approval).

(iv.) Continued preparation of construction documents that will include detailed information concerning the architectural and historic design requirements for the scope of work. Establish quality levels of materials and systems in full specifications.

(v.) Provide drawings incorporating dimensions, materials, finishes, and details necessary for the project:

Site Plan, Building and Wall Sections (if needed), Demolition Plans, Reflected Ceiling Plans {exterior spaces), Floor Plans, Details, Roof Plans, Schedules (door, window, finishes- if needed), Exterior Elevations, Materials and Color Samples

(vi.) Meetings:

(A.) (1 to 2) Progress Meetings with City to re-confirm project scope (pergola height, final materials, etc.), contract requirements for

construction, and review of project status.

(B.) (1) Meeting for establishment of City requirements for procurement of a General Contractor "GC"through the State Price Agreement or through Contractor Consultants: Tipton Engineering, Chavez-Greives Consulting Engineering and Davenport Contruction Management.

(C.) (1) HDRB Meeting.

(vii.) ContractorDeliverables:

(A.) 90% Drawings and specifications for City's review.

(viii.) 100% Drawings and Specifications for final bidding/cost by GC.

(ix.) Owner Deliverables:

(A.) Written approval of 90% Construction Documents and of proceeding with a GC .

(B.) Written approval of stamped (100%) plans.

(b.) Bidding Phase: Assist the Owner with obtaining qualified General Contractor to perform the work.

(i.) Per discussion with City, City is agreeable to hiring GC through the approved State Price Agreement. Architect will assist the City in the development of bid documents (based on the City's preferred contract or agreement and RFP process).

(ii.) During bidding, the Architect will answer bid questions and provide addenda

as necessary to document clarifications to bid documents.

(iii.) Meetings:

(A.) (1 to 2) Meetings to review/comment on City preferred contract; provide documentation for contractor selection, and to assist with selection of a qualified GC.

(B.) Recommendation for GC; assistance with contract negotiations.

(iv.) Architect Deliverables: Assistance with final negotiations/signed contract with Selected GC.

(v.) Owner Deliverables: Signed contract with GC.

(c.) Permit: Prepare documents for submission to the Authority Having Jurisdiction "AHJ" for permit.

(i.) Complete documents for the obtainment of a building permit for the proposed work. City and Architect to discuss pros and cons of having the Contractor's team, the City, or the selected GC apply for the building permit, including potential schedule impact and field issues.

(ii.) Architect will work with the City to answer any questions during the permit process.

(iii.) Architect Deliverables: Paperwork needed for permit.

(iv.) City Deliverables: Monies and additional paperwork, if any, needed for permit.

(d.) Construction Observation/Administration Phase:

(i.) Observe construction compliance, in accordance with AIA-A201, General Conditions of the Contract for Construction and with the permitted drawings during this phase. Weekly project meetings will be conducted at the site in order to resolve conflicts or issues arising during construction. Meetings to include the City, GC, Sub-contractors, and Engineers (as needed) in order to provide ongoing monitoring of progress and quality. Either directly before or after the weekly project meeting, the Architect will observe the work in progress and issue field reports confirming work completed to date and potential field issues needing resolution.

Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but are rather to allow the Architect and its consultants, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

(ii.) The Architect will review pay applications, review shop drawings, and track the schedule. Architect will answer Requests for Information and issue Architect's Supplemental Information forms in a timely fashion.

(iii.) Architect will review the Contractor's Punch List and make corrective recommendations where needed.

(iv.) Architect will review Record Drawings and Operations & Maintenance Manuals (provided by the GC) for completeness.

(v.) Meetings: Weekly project meetings to be conducted at the project site. It is

unknown at this point how long construction will take.

(vi.) Architect Deliverables:

(A.) The Architect will issue a Punch List, followed by a Certificate of Substantial Completion noting outstanding issues, confirm that lien waivers were provided, and note what is required for a Final Pay Application.

(B.) Architect will provide AutoCAD and PDF copies of the 'Bid and Permit Set' drawings for the Owner's record.

(vii.) City Deliverable:

(A.) Written confirmation that Certificate of Substantial Completion has been provided identifying outstanding issues and corrective recommendations.

(e.) Project Close-Out:

(i.) 10 to 11-month warranty walk-through will be conducted with City and General Contractor. Architect will confirm outstanding warranty items are identified, and corrective recommendations/resolutions are in place prior to warranty period expiring.

(ii.) Architect Deliverables: The Architect will issue a brief memo/letter outlining any corrective recommendations that may be needed.

(iii.) Owner Deliverables: Written confirmation that memo/letter identifying unresolved issues has been received and that project has been closed.

(f.) Additional Comments/Notes regarding Project Scope: Note: all can be included for

additional fees. Should the City want to pursue any of the following items to the Project Scope an Amendment will be required per Article 14 of the Contract.

(i.) Civil Engineering: Not included.

(ii.) Site Utilities: Not included.

(iii.) Landscaping: Not included.

(iv.) Fire Protection: Not included.

(v.) Model Energy Code: Not included.

(vi.) Detailed Cost Estimating: Not included.

(vii.) Asbestos & Environmental Testing or Abatement: Not included.

(viii.) LEED Certification: Not included.

(ix.) Record Documents {Post-Construction): Not included.

(x.) Kitchen Design: Not included.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of one hundred fifty-three thousand four hundred twenty-six dollars ($153,426) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services satisfactorily performed at a compensation not to exceed one hundred ninety-four thousand nine hundred twenty-six dollars ($194,926) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling fifteen thousand nine hundred fifty-nine dollars and fifty-six cents ($15,959.57) 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 two hundred ten thousand eight hundred eighty-five dollars and fifty-seven cents ($210,885.57). Payment of $44,897.81 for Phase I has already been paid by the City of Santa Fe to the Contractor. Payment for Phase 2 remain, in the total amount of One-hundred sixty-five thousand nine hundred and eighty-seven dollars and seventy-five cents ($165,987.75), including New Mexico Gross Receipts Tax, and shall be invoiced perthe chart below. The total amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the 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.

PHASE OF WORK		Fee	Expense	Sub-Total	NM GRT	TOTAL
Phase I	Schematic Design	$15,000.00	$250.00	$15,250.00	$1,248.59	$16,498.59
	Design Development	$25,000.00	$1,250.00	$26,250.00	$2,149.22	$28,399.22
					PHASE I (PAID) - COMPLETE	**$44,897.81**
Phase II	Construction Documents	$92,570.00	$1,500.00	$94,070.00	$7,701.98	$101,771.98
	Bidding/Permit	$11,571.00	$500.00	$12,071.00	$988.31	$13,059.31
	Construction Administration + Close Out	$46,285.00	$1,000.00	$47,285.00	$3,871.46	$51,156.46
					PHASE II (AMENDMENT TO SERVICES)	**$165,987.75**
					TOTAL FEE (OVERALL CONTRACT)	**$210,885.57**

3. TERM:

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

A. THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate June 30, 2026 unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Section 13-1-150 through 152.

4. 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:

Barbara Felix
Barbara Felix (Jun 30, 2025 13:23 MDT)
BARBARA FELIX, PRESIDENT

DATE: 06/30/2025
CRS# 02-333143-007

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (Jun 30, 2025 13:40 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY K. OSTER, FINANCE DIRECTOR

Munis Contract #3204758
CES Cooperative

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 **Woven Architecture LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-135 and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City the Terrace of the Santa Fe Convention Center, located at 201 West Marcy Street:

1. Schematic Design: Confirm the form, function, and image of the project.
    a. Measured Drawings & Investigation:
        i. Review and update primary dimensions based on 2009 drawings (provided by the City).
        ii. Review and investigate existing conditions, including patio tiles and roof drainage.
        iii. Review documents needed for Historic Design Review Board (HDRB) to occur in next phase.
    b. Concept Plans +Initial Recommendations:
        i. Based on information gathered and after discussions with Owner, provide at least two, if not three, options for Owner review and input. Select one option (or a combination of options) for further development.
        ii. Begin discussions of materials and equipment for inclusion in future phases.
    c. Meetings:
        i. (1) Kick-off Meeting with Owner and Clients to confirm the form, function, and image of the project.
        ii. (1) Progress Meeting with Owner to review preferred materials (for roofing), proposed repairs, and goals for the project.
        iii. (1) Meeting with the Construction Industries Division (CID) – the Authority Having Jurisdiction
    d. Architect Deliverables:

i. Memo/Report: A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope and schedule.

ii. Drawings: 30% Floor plans, reflected ceiling plan (for exterior spaces), and exterior elevations.

e. Owner Deliverables:

i. Confirmation of approval process and department signatures required for future phases.

ii. Written approval of Schematic Design documents prior to beginning Design Development.

iii. Legal lot of record, warranty deed, survey, and other site information that may be required for building permit.

2. Design Development Phase: Refine the design concept and requirements.

a. Continue development of drawings including beginning detailing, further development of the floor plan, sections, and details. Begin outline specifications to quantify the proposed work.

i. Finalize documents for submittal to HDRB.

ii. Develop probable cost estimate based on materials, equipment, drawings, and notes for inclusion to the Owner at the end of the phase.

b. Meetings:

i. (1 to 2) Progress Meeting with Owner and Clients to review progress, provide probable cost of the project and review of schedule at phase end.

ii. (1) HDRB Meeting.

c. Architect Deliverables:

i. HDRB Drawings: Drawings necessary for submittal to HDRB.

ii. Drawings: 60% Floor plans, reflected ceiling plan (for exterior spaces), exterior elevations, and major details.

d. Owner Deliverables:

i. Written approval of Design Development documents prior to beginning Construction Documents.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Schematic Design for Architectural Design and Development 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 a compensation not to exceed forty-one thousand five hundred dollars ($41,500) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling three thousand three hundred ninety-eight dollars ($3,397.81) 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 forty-four thousand eight hundred ninety-seven dollars and eighty-one cents ($44,897.81). Payments shall be phased as shown in the chart below. 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.

Chart shows expenses rounded to the nearest dollar:

Item		%	Fee	Expense +	Sub-Total	Tax	TOTAL
PHASE I							
1	Schematic Design	15%	$15,000	$250	$15,250	$1,249	$16,499
2	Design Development + HDRB	25%	$25,000	$1,250	$26,250	$2,149	$28,399
		40%	$40,000	$1,500	$41,500	$3,398	$44,898

- *Expenses shown are the best estimates of reimbursable or direct expenses. Expenses, including allowances will be adjusted based on actual costs. Expenses not spent will revert to the Owner.*

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 **June 30, 2025** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce

funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties.

Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Cooperative 13-1-135

This Contract is issued against the Cooperative Educational Services (CES) Master Agreement 2023-01-C1127-ALL Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services established and maintained by CES and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

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

22. Other Insurance

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

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

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

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

To the City:

Melanie Moore
Santa Fe Community Convention Center
201 West Marcy St.
Santa Fe, New Mexico 87501
mkmoore@santafenm.gov

To the Contractor:

Woven Architecture, LLC (formerly Barbara Felix Architecture)
1114 Hickox St. Ste A
Santa Fe, New Mexico 87505
Barbara.felix@bjfelix.com

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

John Blair
John Blair (Jul 7, 2024 16:59 EDT)

JOHN BLAIR, CITY MANAGER

DATE: Jul 7, 2024

CONTRACTOR:

BARBARA J FELIX
BARBARA J FELIX (Jun 24, 2024 13:30 MDT)

BARBARA J. FELIX, OWNER

DATE: Jun 24, 2024

CRS#: 02-333143-007

Registration #:236327

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 24, 2024 13:38 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

From: DUTTON-LEYDA, TRAVIS K.
To: MOORE, MELANIE K.
Cc: SPENCER, SHIRLEY J.; Purchasing DET
Subject: RE: Request for Determination - Architectural Services with Woven Architecture LLC
Date: Monday, May 20, 2024 4:58:40 PM
Attachments: image002.png

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price

agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- https://naspovaluepoint.org/categories/
- https://www.omniapartners.com/publicsector/contracts
- https://www.buyboard.com/home.aspx
- https://www.h-gac.com/Home
- https://www.gsaelibrary.gsa.gov/
- https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.

Vision with action can change the world. ~ Joel A. Barker

From: MOORE, MELANIE K. <mkmoore@santafenm.gov>
Sent: Monday, May 20, 2024 4:58 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Cc: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: Request for Determination - Architectural Services with Woven Architecture LLC

Hi Travis,
Requesting your determination for services with Woven Architecture LLC including Schematic Design and Design + Historic District Preservation for the remodel of the 2nd Floor Terrace of the Convention Center.

Kind regards,
Melanie Moore

MELANIE MOORE
OPERATIONS MANAGER
TOURISM SANTA FE | COMMUNITY CONVENTION CENTER
201 WEST MARCY ST. SANTA FE, NM 87501 USA
T: 505 955 6219 / 800 984 9984 / M 505 629 2288
mkmoore@santafenm.gov

From: Barbara Felix <barbara.felix@bjfelix.com>
Sent: Tuesday, April 23, 2024 12:23 PM
To: MOORE, MELANIE K. <mkmoore@santafenm.gov>
Cc: becca.snyder <becca.snyder@bjfelix.com>
Subject: RE: Question - Convention Center Terrace - Revised proposal

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

Hi Melanie –

Apologies for the delay. We both took a long weekend! Yes, the Phase 1 work includes GRT.

Item		%	Fee	Expense +	Sub-Total	Tax	TOTAL
PHASE I							
1	Schematic Design	15%	$15,000	$250	$15,250	$1,249	$16,499
2	Design Development + HDRB	25%	$25,000	$1,250	$26,250	$2,149	$28,399
		40%	$40,000	$1,500	$41,500	$3,398	$44,898

- *Expenses shown are the best estimates of reimbursable or direct expenses. Expenses, including allowances will be adjusted based on actual costs. Expenses not spent will revert to the Owner*

Let us know what else you need. And AK was as amazing as one would hope!

Barbara J. Felix, AIA
barbara.felix@bjfelix.com

505.820.1555 (O)
505.490.9210 (C)

From: MOORE, MELANIE K. <mkmoore@santafenm.gov>
Sent: Thursday, April 18, 2024 2:50 PM
To: Barbara Felix <barbara.felix@bjfelix.com>
Cc: becca.snyder <becca.snyder@bjfelix.com>
Subject: Question - Convention Center Terrace - Revised proposal

Barbara,
I have received direction to insert "Phase I" of the entire scope into the City's 2024 Professional Service Agreement.
Can you confirm the GRT was included in that pricing that shall not exceed $44,898 for Phase I?

Thank you in advance,
Melanie

Melanie Moore
Operations Manager
TOURISM Santa Fe | Convention Collection Center
201 West Marcy St., Santa Fe, NM 87501 USA
T: 505.955.6219 / 800.984.9984 / M: 505.629.2288
mkmoore@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2025

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

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

PRODUCER
Professional Liability Insurers, Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Ste 1000
Albuquerque NM 87111
License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXA Insurance Company	33022
INSURER B : The Travelers Indemnity Company	25658
INSURER C : The Travelers Indemnity Co of America	25666
INSURER D : Travelers Casualty Company Of Connecticut	36170
INSURER E :	
INSURER F :	

INSURED
Woven Architecture LLC
1114 Hickox St., Suite A
Santa Fe NM 87505
WOVENAR-01

COVERAGES **CERTIFICATE NUMBER:** 399366821 **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	Y		6802J19855A	6/19/2025	6/19/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA8R567201	6/19/2025	6/19/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB5K033508	5/13/2025	5/13/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			DPS9994161	6/19/2022	6/19/2025	Each Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: City of Santa Fe Convention Center Terrace Renovation, 201 W Marcy St, Santa Fe, 87501. Certificate holder is additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DocuSign Envelope ID: CEC55E2B-3951-4935-A0AF-AEBD9FE80DB1

Cooperative Educational Services

CES

Contract Award Letter

October 5, 2022

Barbara J. Felix Architecture + Design, LLC
511 Agua Fria St
Santa Fe, NM 87501

Re: Contract Award for:

2023-01-C1127-ALL Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; is for four (4) years beginning October 6, 2022, and expiring October 5, 2026, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

DocuSign Envelope ID: CEC55E2B-3951-4935-A0AF-AEBD9FE80DB1

Your New Mexico Purchasing Cooperative
CES
Since 1979

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2023-01

RFP DESCRIPTION: Design Professional Services, Category 1 - Lot 1, Architectural Design and Consulting Services

CES CONTRACT NUMBER: 2023-01-C1127-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to Barbara J. Felix Architecture + Design, LLC, with its principal office located at 511 Agua Fria St, Santa Fe, NM 87501 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.



CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is

6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

7. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	Barbara J. Felix Architecture + Design, LLC
David Chavez Printed Name	Barbara J. Felix Printed Name
By:	DocuSigned by: By: Barbara J. Felix B5FACB35BDE041C
Title: Executive Director	Title: President
Date: 10/6/2022	Date: 10/30/2022

ATTACHMENT A
TO CONTRACT 2023-01-C1127-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2023-01 Design Professional Services
Category 1 - Lot 1, Architectural Design and Consulting Services

GENERAL

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for On-Call Design Professional Services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars ($650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand ($7,500,000) whichever occurs first.

1. ARCHITECTURAL DESIGN BASIC SERVICES

"Architectural services" means the services, as defined by rule of the board, performed in the practice of architecture. These services include predesign services, programming, and planning, providing designs, drawings, specifications, other technical submissions, administration of construction contracts, coordination of technical submissions prepared by others and such other professional services as may be necessary to the planning, progress, and completion of any architectural services. An architect who has complied with all the laws of New Mexico relating to the practice of architecture has a right to engage in the incidental practice of activities properly classifiable as engineering; provided that he architect does not hold himself out to be an engineer or asperforming engineering services and further provided that the architect performs only that part of the work for which the architect is professionally qualified and used professional engineers, architects or others for those portions of the work in which the contracting architect is not qualified. Furthermore, the architect shall assume all responsibility for compliance with all laws, codes, rules and ordinances of the state or its political subdivisions pertaining to documents bearing an architect'sprofessional seal.

Additionally, firm(s) to provide services that may include, but are not limited to:

a. Interior and exterior design services; space planning services; office, instructional, vocationaland specialty areas space design; furniture, fixtures and equipment selection and layout;
b. Structural, mechanical, electrical, and environmental engineering
c. Facility master plan development, review and updating;
d. Program development and implementation;
e. Site, infrastructure, facility, building and building systems assessment and evaluation;
f. Deficiencies investigation, physical and environmental;
g. LEED and building commissioning services;
h. Miscellaneous services associated with and related to the above services.

2. Design Professional Licensure: Offerors will have all the appropriate New Mexico licenses if they intend to perform and provide the services themselves. Copies of current licenses are required. The Offeror agrees to keep and ensure that any required licenses for it and any consultants for a project current and in compliance with New Mexico rules and regulations. It is the Offeror's responsibility to keep CES updated

to any changes in licensure, or to provide copies of renewed licenses to keep the procurement file up to date.

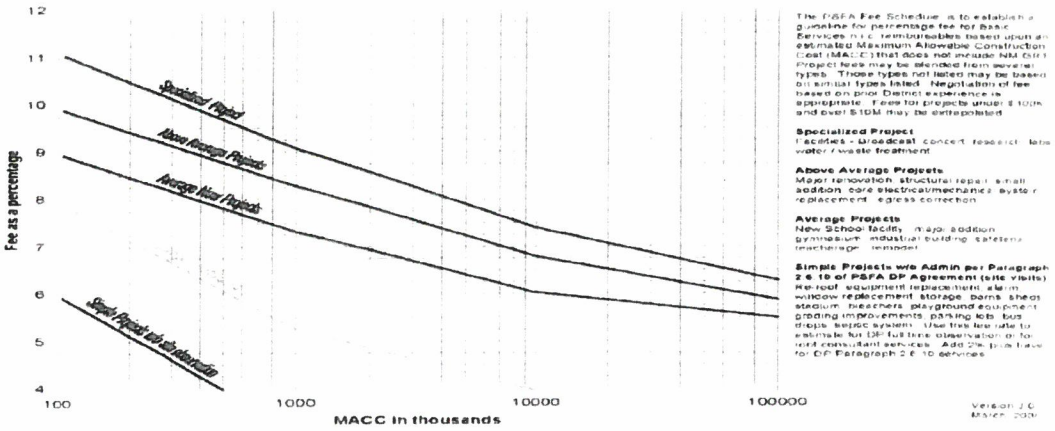
3. Fee Schedule For Professional Services:

Per the NM Procurement Code 13-1-124.Architect Rate Schedule, The Offeror shall utilize the State of NM architect rate schedule which shall set the highest permissible rates for each building type group, which shall be defined in the regulations for a project. The rate schedule shall be in effect upon the approval of the state board of finance and shall be in compliance with the State Rules Act and shall apply to all contracts between a CES Member (K-12) and the Offeror. The Offeror is encouraged to review and take into considerationthe State guidelines layout in the New Mexico General Service rule (GSD 85-510), New Mexico Administrative Code 1-5-18.

State of NM & Public School Facilities Authority Architect Rate Schedule

Per the NM Procurement Code 13-1-124.Architect Rate Schedule

PSFA PreK-12 Design Professional Fee Schedule



4. Project Phases

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes and resources that best fit their project's goals, objectives and outcomes, and to assist them in developing, implementing, executing,conducting and completing the identified project in the most cost effective and timely manner. Theproject phases may include, but is not limited to:

1. Programming phase;
236. Conceptual design and alignment studies;
237. Schematic design phase;
238. Design development phase;
239. Construction documents phase;
240. Procurement and/or bidding phase;
241. Construction phase;
242. Project acceptance and close-out;
243. Project 11-month warranty phase
244. CES Member/Participating Entity retainage of records

5. Design Activities

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

a. Educational (administrative, classroom, science, vocational, food service, athletic,playground, maintenance, transportation, etc.) facilities;
b. Utility plant and infrastructure (electricity, gas, water, sewer, communications, etc.) generation, distribution, storage, and related facilities;
c. Historical facility preservation and restoration;
d. Drainage, storm water and flood control systems;
e. Medical and healthcare facilities;
f. Public landscape, parks, and recreational facilities;
g. Transportation, (transit, street, parking lots, pedestrian walkways, bikeways, trails,walkways, etc.) infrastructure and facilities;
h. Urban Design (Architectural, Planning and Engineering Services);
i. Design and project management services of new additions to a public safety/law enforcement facility;
j. Renovation, remodeling, repair, replacement and upgrading of existing infrastructure, facility, building and building systems;
k. Educational (administrative, classroom, science, vocational, food service, athletic,playground, maintenance, transportation, etc.) facilities;
l. Reconfiguring and modifying existing spaces to meet current program needs and requirements,
m. Updating and replacing of the building's envelope (roof, exterior walls), interior walls andfixtures, doors, windows, etc;
n. Renovating, upgrading, and replacing existing electrical (generating, distribution, lighting, communications, etc.) systems;
o. Renovating, upgrading and the replacing of existing mechanical (HVAC, plumbing, etc.) systems;
p. Renovating, upgrading, and replacing existing specialty systems, fire, security, intercom,and communications (voice, data, fiber, Ethernet, cable TV, etc.);
q. Renovating, remodeling, and upgrading existing infrastructures, facilities, buildings, tocomply with ADA, health and safety standards, codes, and regulations;
r. Renovation and restoration of existing historical facilities to preserve the physical andhistorical integrity of the original facility (fabrics, colors, and styles shall be consistent with the building's history, design, and architecture);
s. Utility plant and infrastructure;
t. Renovating, updating, and replacing existing utility infrastructure and facilities (electric,gas, water, sewer, communications, etc.);
u. Respond to, manage, and address emergency repair and recovery events involving theseutility assets
v. Drainage, storm water and flood control systems;
    1) Renovating, updating, and replacing existing systems to meet current and future needs;
    2) Respond to, manage, and address emergency repair and recovery events involving these systems;
w. Medical and healthcare facilities renovate, remodel, and reconfigure the facility for a changing in its function and operations, including renovating, updating, and replacing existing medical and healthcare furniture, fixtures, equipment and delivery systems.

6. Hourly Rate Schedule and Reimbursable Fees shall be submitted after Final Award Notice for the

Contract File: The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offerorwill maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.

7. **Quote/Proposal for the Work for CES Member/Participating Entity:** When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables, materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25%) administrative fee.

End of Category 1 / Lot 1 Scope of Work



ATTACHMENT B
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD
Design Professional Services
Category 1 - Lot 1, Architectural Design and Consulting Services

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A. **Price List/Pricing:** The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES 1.25% administration fee.

B. **New Technology and Products:** New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C. **Price Quote/Proposal:** When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D. **Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E. **Price Increases:** Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

F. **Price Surcharges:** Depending on current market conditions, surcharges may apply as approved by CES.

Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

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

BUSINESS REGISTRATION

Business Name: WOVEN ARCHITECTURE LLC
DBA: WOVEN ARCHITECTURE LLC

Business Location: 1114 HICKOX ST A
Santa Fe, NM 87505

CRS Number: 02-333143-007

Owner:

License Number: 236327

License Type: Business License - Renewable

Issued Date: March 01, 2024

Classification: Business Registration - Standard

Expiration Date: March 01, 2025

Fees Paid: $35.00

WOVEN ARCHITECTURE LLC

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2024

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

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PRODUCER
Professional Liability Insurers, Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Ste 1000
Albuquerque NM 87111

License#: 2081754
WOVENAR-01

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXA Insurance Company	33022
INSURER B : The Travelers Indemnity Company	25658
INSURER C : The Travelers Indemnity Co of America	25666
INSURER D : Travelers Property Casualty Company Of America	25674
INSURER E :	
INSURER F :	

INSURED
Woven Architecture LLC
1114 Hickox St., Suite A
Santa Fe NM 87505

COVERAGES **CERTIFICATE NUMBER:** 1733536802 **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			6802J19855A	6/19/2024	6/19/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA8R567201	6/19/2024	6/19/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB5K033508	5/13/2024	5/13/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			DPS9994161	6/19/2022	6/19/2025	Each Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project:
Convention Center Balcony
City of Santa Fe
201 W Marcy St
Santa Fe, NM 87501

CERTIFICATE HOLDER

City of Santa Fe/Tourism Department
201 W Marcy 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 – Convention Center Terrace

February 23, 2024

This Proposal/Agreement is for Architectural Services between:

The Owner:	City of Santa Fe Public Works ("City") PO Box 909 Santa Fe, NM 87504 Contact: Spencer Schwartz, Project Administrator; sschwartz@santafenm.gov
The Architect:	Woven Architecture, LLC ("Architect") 1114 Hickox Street, Suite A Santa Fe, NM 87505 CES Contract #: 2023-01-C1127-ALL Contact: Barbara J. Felix, AIA; barbara.felix@bjfelix.com
The Clients:	Convention Center Tourism Department
For the Project:	Rooftop Terrace at the City of Santa Fe Convention Center

PROJECT SCOPE

The City is requesting architectural services for the renovation of a portion of the Rooftop Terrace at the upper level of the Convention Center located at 201 West Marcy Street in downtown Santa Fe. Built in 2009, the 74,000 SF building includes underground parking, a large main level with an expansive courtyard, and an upper level with a large, mostly open terrace or balcony. The building contains a large exhibit hall, commercial kitchen, and a variety of smaller meeting rooms. The building hosts conventions, exhibitions, and meetings for the community, out-of-town visitors, and municipal functions.

Depending on budget, the City's goal is to have the existing approximately 10,000 SF terrace be more usable for public functions. This includes providing additional usable space by adding shade structures or an extended portal, the removal of a large planter at the north side of the terrace, an additional outdoor gas fireplace for gatherings, a limited outdoor kitchen (including gas), and a new exterior stair between the courtyard and terrace level for ease of circulation. Additional scope may include review and recommendations for repair or replacement of existing roof pavers (and possibly the roof membrane dependent on its condition); drainage from new shade structures to existing or new planters, and/or the courtyard below; modifications to the existing water catchment system; improved data/power access for guests through additional WIFI or hard wired outlets; additional camera/security locations; recommendations for updating hardware at public doors onto the terrace (at both the north and south entries); and, the design of gate enclosures to more fully secure the main courtyard from adjacent public paths.

The building is located within the *Downtown and Eastside Historic District* and is designated as a 'non-contributing building.' Because it is in an historic district, it will still require historic design review approval for proposed changes. The City has a preliminary budget of $550,000.

The proposed work will be completed in two overall phases. Phase I will include Schematic Design and Design Development, as outlined below. Dependent on acceptance of the proposed probable cost estimate, and more refined scope, the City and Architect may continue into Phase II, including Construction Documents through Project Close-Out. Phase II information is included, though grayed out, for reference.

PROJECT TEAM

The work is to be performed by prime consultant, Woven Architecture LLC. Proposed subconsultants, to be hired and coordinated by the Architect, include:

- Structural Engineering: Chavez Grieves Consulting Engineers
- Mechanical, Electrical, and Plumbing Engineering: Maxson Engineering
- Probable Cost Estimation and Exploratory Demolition: Davenport Construction Management

SCOPE OF SERVICES

PHASE I:

1. **Schematic Design:** *Confirm the form, function, and image of the project.*
   a. Measured Drawings & Investigation:
      i. Review and update primary dimensions based on 2009 drawings (provided by the City).
      ii. Review and investigate existing conditions, including at patio tiles and roof drainage.
      iii. Review documents needed for Historic Design Review Board (HDRB) to occur in next phase.
   b. Concept Plans +Initial Recommendations:
      i. Based on information gathered and after discussions with Owner, provide at least two, if not three, options for Owner review and input. Select one option (or a combination of options) for further development.
      ii. Begin discussions of materials and equipment for inclusion in future phases.
   c. Meetings:
      i. (1) Kick-off Meeting with Owner and Clients to confirm the form, function, and image of the project.
      ii. (1) Progress Meeting with Owner to review preferred materials (for roofing), proposed repairs, and goals for the project.
      iii. (1) Meeting with the Construction Industries Division (CID) – the Authority Having Jurisdiction (AHJ) – for establishing permit requirements (this may be pushed into Design Development phase).
   d. Architect Deliverables:
      i. Memo/Report: A brief memo may be provided outlining proposed systems, materials and finishes, changes in scope and schedule.
      ii. Drawings: 30% Floor plans, reflected ceiling plan (for exterior spaces), and exterior elevations.
   e. Owner Deliverables:
      i. Confirmation of approval process and department signatures required for future phases.
      ii. Written approval of Schematic Design documents prior to beginning Design Development.
      iii. Legal lot of record, warranty deed, survey, and other site information that may be required for building permit.
2. **Design Development Phase**: *Refine the design concept and requirements.*
   a. Continue development of drawings including beginning detailing, further development of the floor plan, sections, and details. Begin outline specifications to quantify the proposed work.
      i. Finalize documents for submittal to HDRB.
      ii. Develop probable cost estimate based on materials, equipment, drawings, and notes for inclusion to the Owner at the end of the phase.
   b. Meetings:
      i. (1 to 2) Progress Meeting with Owner and Clients to review progress, provide probable cost of the project and review of schedule at phase end.
      ii. (1) HDRB Meeting.
   c. Architect Deliverables:
      i. HDRB Drawings: Drawings necessary for submittal to HDRB.
      ii. Drawings: 60% Floor plans, reflected ceiling plan (for exterior spaces), exterior elevations, and major details.
   d. Owner Deliverables:
      i. Written approval of Design Development documents prior to beginning Construction Documents.

6. **Additional Comments/Notes regarding Project Scope**: *Note: all can be included for additional fees.*

a. Civil Engineering: Not included.
b. Site Utilities: Not included.
c. Landscaping: Not included.
d. Fire Protection: Not included.
e. Model Energy Code: Not included.
f. Detailed Cost Estimating: Not included.
g. Asbestos & Environmental Testing or Abatement: Not included.
h. LEED Certification: Not included.
i. Record Documents (Post-Construction): Not included.
j. Kitchen Design: Not included.

ARCHITECTURAL FEE

The proposed fee is a fixed fee and includes consultants, expenses, NM GRT, and is based on the following assumptions:

1. Architect believes based on current construction costs that the preliminary budget is low. For the scope of work proposed, Architect recommends a minimum budget of $1,000,000 – though this will be confirmed during probable cost estimating.
2. Industry standard for the design fee on a renovation of a convention center ranges between 9% and 19% depending on level of services provided, including consultants. Architect proposes a design fee of 10%, including for HDRB services, or $100,000.
3. If Owner agrees to additional probable cost estimate at end of Construction Document phase, and prior to Bidding/Permit phases, this will be an additional fee of $7,500 plus NMGRT.
4. At end of Phase I, Architect and Owner to review probable cost estimate and project scope to come to agreement on next steps. Information shown greyed out is for reference.

Item		%	Fee	Expense +	Sub-Total	Tax	TOTAL
PHASE I							
1	Schematic Design	15%	$15,000	$250	$15,250	$1,249	$16,499
2	Design Development + HDRB	25%	$25,000	$1,250	$26,250	$2,149	$28,399
		40%	**$40,000**	**$1,500**	**$41,500**	**$3,398**	**$44,898**

\+ *Expenses shown are the best estimates of reimbursable or direct expenses. Expenses, including allowances will be adjusted based on actual costs. Expenses not spent will revert to the Owner.*

SCHEDULE OF WORK

Work can commence immediately upon signing this Proposal or a Contract. Based on the Architect's current workload, the following schedule of work is proposed. It is the intent of the Architect and the Owner to complete the design services in 7 to 8 months, dependent on HDRB approval.

Item		Duration*
1	Schematic Design	5-6 weeks
2	Design Development	6-7 weeks
	Historic Design Review Board	*4 weeks minimum for process/approval*

* *This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Owner or Client, or for delays or other causes beyond the Architect's reasonable control, including but not limited to, review and approval times required by public authorities having jurisdiction over the Project, as well as the time required by the Owner and Client for decision-making. Additionally, work within phases may occur simultaneously.*

REIMBURSABLE EXPENSES

Typical expenses incurred for the project include, but are not limited to, consultants not specifically identified in this proposal, plotting, printing, blueprinting, photography, mailing, and travel expenses incurred on your behalf and are billed as a reimbursable at direct cost plus 15% (plus NM Gross Receipts Tax) in addition to our proposed fees. See Exhibit A.

ADDITIONAL SERVICES

Additional Services include items not specifically mentioned in the Agreement will be billed at the Architect's or the associated Consultant's hourly rates (see Exhibit A). No additional services will be billed unless with written approval from the Owner. Additional Services may also include, but are not limited to:

1. Revisions and/or changes originating with the Owner to approved findings/report/drawings.
2. Change required by public agencies outside the scope of the Architect's responsibilities (these would include, but are not limited to, enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared instruments).

TERMS & CONDITIONS

A. DISPUTES/RESOLUTION

Any claims or disputes made during design, construction or post-construction between the Owner and Architect shall be submitted to non-binding mediation. Owner and Architect agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

B. INDEMNIFICATION

The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

C. CERTIFICATION

The Architect shall not be required to execute any documents that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Architect cannot ascertain.

D. LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the Architect's fee. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

E. TERMINATION OF SERVICES

This Agreement may be terminated by either the Owner or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

F. OWNERSHIP OF DOCUMENTS

All documents produced by the Architect under this Agreement shall remain the property of the Architect and may not be used by the Owner for any other endeavor without the written consent of the Architect.

G. MARKETING

The Owner agrees to allow the Architect to take and use photographs or other documents, including drawings, for marketing purposes. The Architect will identify the Owner on all information.

H. TERMS

All fees quoted are valid for forty-five days (45) from the date of this Agreement. It is the Architect's policy on all projects to receive a signed Agreement prior to beginning work. This retainer will be applied to the final billing.

Statements for both fees and expenses are sent monthly (on the 5th), and payment is required within thirty (30) days from the date of receipt. Should the payment exceed thirty (30) days, service may be interrupted and result in a schedule adjustment. The Architect has the right to add a delinquency charge of eighteen (18) percent (1.5%) per month for any unpaid balance thirty days overdue. If payment is not received within thirty days of receipt of invoice, the Architect reserves the right to withhold plans and documents from the review process and the right to suspend or terminate services. If any portion or all of an account remains unpaid ninety days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

I. ACCEPTANCE AND APPROVAL

By signing this Proposal, the Owner and the Architect agree with the Scope of Services to be provided and agree that this Proposal shall function as the Agreement for Services.



Barbara J. Felix, AIA, President
Woven Architecture, LLC

City of Santa Fe

EXHIBIT A

CONFIDENTIAL

WOVEN ARCHITECTURE, LLC
2024 Rate Schedule

Rates for services, unless otherwise provided by contract, are as follows:

Professional Services:

Principal	$165.00 per hour
Project Architect	$125.00 per hour
Senior Designer	$125.00 per hour
Project Manager	$115.00 per hour
Designer	$105.00 per hour
Intern Architect I	$95.00 per hour
Intern Architect (Drafting) I	$75.00 per hour
Clerical/Administrative	$60.00 per hour

Reimbursed Expenses:

Mileage	$ 0.655 per mile (or current IRS rate, unless otherwise agreed in contract)
Per Diem	$ $109 to $141.00 per day (or current GSA rate for the project area)
Meal Per Diem	actual cost or GSA rate for the project area, whichever is less
Lodging Per Diem	actual cost (rate to be approved by Owner at booking)
Other Travel (Car, Air, etc.)	actual cost
Shipping	actual cost

1. Woven invoices reimbursable expenses at direct cost plus fifteen percent (15%).
2. Woven reserves the right to invoice Consultant additional services, when not included in the base contract, or when additional services are provided, at direct cost plus ten percent (10%).

Direct Expenses: In-house expenses are billed at the following direct cost.
No mark-up is added to direct expenses.

▪ Plots (smaller than 24x36)	$ 5.00	▪ Color Photocopies	$ .35
▪ Plots (24x36 or larger)	$ 8.00	▪ B/W Photocopies	$ .15
▪ Mylar (any size)	$14.00	▪ Digital Photos	$ 1.00

The rates identified herein will be adjusted annually unless contractually agreed to remain at this point as part of an ongoing on-call contract, where they will be honored for the term of the contract, not to exceed two years or beyond the point of contract extension. Revised Rate Schedules will be submitted annually to the Owner in the month of January to reflect equitable changes in compensation payable to the Architect.

Applicable taxes will be added to billable hours, expenses, and other charges for which such tax has not been previously paid or a Non-Taxable Transaction Certificate has been assigned.

A 1.5% interest charge will be allocated each month (18% per annum) to invoices not paid within 30 days.

Signature: XAVIER VIGIL (Jul 8, 2024 11:31 MDT)

Email: xivigil@santafenm.gov

Woven Arch - Amend 1 packet - GB

Final Audit Report 2025-07-19

Created:	2025-07-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAADnVv5ITXRBV9TTQgCWR1YobMugrIW9KX

"Woven Arch - Amend 1 packet - GB" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-11 - 10:48:33 PM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2025-07-11 - 10:52:32 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2025-07-12 - 0:52:39 AM GMT- IP address: 146.75.203.1

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2025-07-12 - 0:53:44 AM GMT - Time Source: server- IP address: 97.182.90.239

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-12 - 0:53:58 AM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 10:16:23 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 10:16:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ralovatosanouvong@santafenm.gov for signature
2025-07-14 - 10:16:46 PM GMT

Email viewed by ralovatosanouvong@santafenm.gov
2025-07-15 - 1:54:30 PM GMT- IP address: 104.47.65.254

Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong
2025-07-15 - 2:02:14 PM GMT- IP address: 63.232.20.2

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-07-15 - 2:02:16 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2025-07-15 - 2:02:25 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2025-07-15 - 8:29:26 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2025-07-15 - 8:55:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-07-15 - 8:55:59 PM GMT

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

2025-07-18 - 2:12:55 AM GMT- IP address: 20.159.64.152

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

2025-07-19 - 0:09:31 AM GMT- IP address: 104.47.64.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)

Decline reason: The original contract expired 6/30/2025. This packet needs a retro approval memo signed by the CM. Please update and resubmit. Thanks, Emily

2025-07-19 - 0:16:50 AM GMT- IP address: 63.232.20.2

City of Santa Fe

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CITY OF SANTA FE

Date: July 28, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Jul 28, 2025 15:29:00 MDT)

Via: Regina Wheeler, Public Works Director RW (Jul 29, 2025 16:26:49 MDT)
Henri Hammond-Paul, Community Health and Safety Director

Subject: Capital Appropriation Project 24-I3143 Grant Agreement for Permanent and Transitional Housing

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ACTION:
Request for Approval of Capital Appropriation Project 24-I3143 with New Mexico Department of Finance and Administration in the Total Amount of $400,000 for Permanent and Transitional Housing to End Homelessness with a Reversion Date of June 30, 2028. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds to Community Health and Safety Revenue and WIP Construction.

BACKGROUND AND SUMMARY:
The City of Santa Fe received capital appropriation 24-I3143 in the amount of $400,000 "…to acquire property and to build permanent supportive and transitional housing for chronically unhoused people, including veterans…." The reversion date for these funds is June 30, 2028.

This grant may be used for new construction or improvements to existing facilities for permanent and transitional housing.

All funds are expected to be utilized prior to the reversion date.

ATTACHMENTS:
Grant Agreement NMDFA 24-I3143
BAR

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
State of NM Department of Finance and Administration Capital Appropriation Project 24-I3143
Fund Name/Number: Community Development/240
Munis Org Name/Number: WIP Construction/3459980
Munis Object Name/Number: WIP Construction/572970
Project Ledger Number: PWD2534526

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPO)/Designee: N/A 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: JOHN BURNETT (Jul 28, 2025 15:29:00 MDT) Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: State of NM Department of Finance and Administration
Approval: ERIKA LUJAN Title: _____ Date: _____
Comment/Exceptions: Capital Appropriation Project 24-I3143

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number PWD2534526
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", 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 2024, Chapter 66, Section 28, Paragraph 501**, 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 Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

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:

24-I3143 $400,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 501, Four Hundred Thousand ($400,000.00), from the General Fund 93100 to acquire property and to build permanent supportive and transitional housing for chronically unhoused people, including veterans, in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Four Hundred Thousand $400,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Four Hundred Thousand $400,000.00 (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 Language if special conditions apply. 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 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.

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 shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.

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.

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[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]"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.

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: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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 **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

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 provided by the Department. 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 execution 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. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the 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 Finance and Administration, Local Government Division (DFA/LGD) 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 DFA/LGD Grant Agreement. Should the DFA/LGD 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.

ARTICLE 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

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Aug 12, 2024 15:48 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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 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 the 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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **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

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

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: _____

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.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / Facilities Division	7/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3459980	572970	PWD2534526	400,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Appropriation NMDFA 24-I3143	3459980	490210	PWD2534526	(400,000)	
				$ -	$ -

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

Allocate grant fundng from NM DFA in the amount of $400,000.00 for new construction or improvements to existing facilities for permanent and transitional housing for chronically unhoused people, including veterans. The grant reversion date is June 30, 2028.

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

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

Carol Swenson — 7/25/2025
Prepared By *{print name}* — Date

JOHN BURNETT (Jul 28, 2025 15:29:00 MDT)

Division Director — Date

RW (Jul 29, 2025 16:26:49 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

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

City Manager *{≤ $60,000}* — Date

GB Packet_Housing GRANT 24-I3143_ $400k_07 28 2025

Final Audit Report 2025-08-05

Created:	2025-07-28
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeePp55Z6Iy7DPO5q-V07g19JEUPAD-wp

"GB Packet_Housing GRANT 24-I3143_$400k_07 28 2025" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-07-28 - 3:34:02 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-07-28 - 3:50:37 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-07-28 - 9:28:36 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-07-28 - 9:29:00 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-07-28 - 9:29:05 PM GMT

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-07-29 - 10:06:34 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-07-29 - 10:06:38 PM GMT

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2025-07-29 - 10:26:02 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-07-29 - 10:26:47 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-07-29 - 10:26:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2025-07-29 - 10:26:53 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-07-29 - 10:46:37 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-07-29 - 10:47:14 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-07-29 - 10:47:18 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)

2025-08-04 - 2:02:05 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2025-08-04 - 2:02:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-08-04 - 2:02:37 PM GMT

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

2025-08-05 - 11:10:22 PM GMT- IP address: 104.47.64.254

Signer EMILY OSTER (ekoster@santafenm.gov) entered name at signing as .

2025-08-05 - 11:14:46 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2025-08-05 - 11:14:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-05 - 11:14:48 PM GMT

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

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

DEPARTMENT / DIVISION NAME	DATE
Midtown Redevelopment Agency	8/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
MRA/Other Consulting	2120128	510340		78,285	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 78,285	$ -

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

This BAR is a reauthorizaiton of the unused balance of the FY25 One Tme Funding for FY26.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Loretta S. Olguin — 8/8/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Elisa D. Montoya — Aug 8, 2025
Elisa D. Montoya (Aug 8, 2025 13:07:32 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 — Aug 8, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **August 8, 2025**

TO: **Governing Body**

Via: **Elisa Montoya, Community Development Director** EDM

FROM: **Loretta Olguin, Business Operations Manager**

ACTION REQUESTED:

Request approval of a Budget Amendment Resolution (BAR) in the total amount of $78,285 to re-appropriate Midtown Redevelopment Agency unused one-time funding from the FY25 budget to the FY26 budget.

ITEM AND ISSUE:

This BAR seeks reauthorization of the unused balance in the amount of $78,285 from the MRA's FY25 one-time funding to the FY26 budget. These funds will be used for Midtown Engagement Partners to support the implementation of policies, create art installations and host events at Midtown.

Signature: Elisa D. Montoya
Elisa D. Montoya (Aug 21, 2025 14:17:53 MDT)

Email: edmontoya1@santafenm.gov

Account

Fund	212	ECON DEV
Org	2120128	MetroRedev
Object	510340	Oth Cnsltg
Project		

4 Year Comparison | Current Year | Histor

Yr/Per 2025/01	Fiscal Year 2025
Original Budget	.00
Transfers In	250,000.00
Transfers Out	-35,000.00
Revised Budget	215,000.00
Actual (Memo)	136,713.29
Encumbrances	35,152.88
Requisitions	.00
Available	43,133.83
Percent used	79.94

CITY OF SANTA FE

The Purchasing Memo

Date: August 8, 2025

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

From: Geronimo Griego, Fire Marshal GGG

Via: Brian Moya, Fire Chief, Sten Johnson, Assistant Chief, Heather Lamboy, Land Use Director

Subject: Memorandum of Understanding (MOU) for participation in Community Planning Assistance for Wildfire program

Vendor Name: Headwater Economics, Inc.

Munis Vendor Number: 11160

ITEM AND ISSUE:

The Santa Fe Fire Department respectfully requests review and approval of a Memorandum of Understanding with Headwaters Economics, Inc., for participation in the Community Planning Assistance for Wildfire (CPAW) program. This agreement carries no financial obligation for the City and establishes a one-year term of collaboration to support wildfire risk reduction through land use planning, communications, and technical assistance. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov; (505) 955-3317).

CONTRACT NUMBER:

The Munis contract number is 3260122.

BACKGROUND AND SUMMARY:

The City of Santa Fe has been selected to participate in the *Community Planning Assistance for Wildfire (CPAW)* program, an initiative led by Headwaters Economics, Inc., a Montana-based nonprofit organization specializing in land use and wildfire planning. Through this opportunity, the Fire Department and the Land Use Division propose entering into a Memorandum of Understanding (MOU) with Headwaters Economics to formalize the City's participation and establish roles and expectations for the duration of the engagement.

The CPAW program provides comprehensive technical assistance at no cost to the City. Services include wildfire risk assessments, land use planning recommendations, stakeholder engagement support, and customized research tailored to Santa Fe's specific needs. The program is entirely voluntary, and all recommendations will be reviewed and adopted at the City's discretion. This collaboration is expected to strengthen the City's wildfire resiliency, improve interdepartmental coordination, and provide actionable strategies for managing wildfire risk in vulnerable areas. The MOU outlines responsibilities for each party and will remain in effect through June 9, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: NA

Munis Org Name/Number: NA

Munis Object Name/Number: NA

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was: There is no procurement required as there is no financial obligation.

The MOU establishes a one-year term of service.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: NA **Title:** _____ **Date:**_____

Comment/Exceptions:_____

Vehicles included? ☐ Yes | ☒ No

Approval: NA **Title:** _____ **Date:** _____

Comment/Exceptions: _____

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

Approval: NA **Title:** _____ **Date:**_____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: NA

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

Comment/Exceptions:_____

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

Project Ledger Number: NA

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

Comment/Exceptions: _____

ATTACHMENTS:
Headwaters Santa Fe MOU 2025

Community Planning Assistance for Wildfire
A PROGRAM OF HEADWATERS ECONOMICS

MEMORANDUM OF UNDERSTANDING
Santa Fe, New Mexico

Overview

This Memorandum of Understanding ("Memorandum") is dated 07/07/2025, and is between Headwaters Economics, Inc., a Montana nonprofit corporation with address of P.O. Box 7059, Bozeman, MT 59715 ("Headwaters Economics") and City of Santa Fe, Santa Fe New Mexico with address of 200 Lincoln Ave, PO BOX 909, 87504 ("Community"). This Memorandum is valid through June 9, 2026, unless otherwise extended in writing by both signatories.

Purpose and Intent

The Community was selected to receive technical assistance through Headwaters Economics' Community Planning Assistance for Wildfire program ("CPAW").*

CPAW provides land use planning solutions, communications assistance, and customized research to better understand and manage wildfire-prone areas and reduce risk. CPAW services are provided at no financial cost to selected communities and all recommendations are adopted at the discretion of the community. Participation in CPAW is voluntary.

The purpose of this Memorandum is to clarify roles, responsibilities, and expectations associated with participation in CPAW. This Memorandum does not create a binding and legally enforceable agreement between Headwaters Economics and the Community.

Roles and Responsibilities

Community

By accepting this Memorandum and participating in CPAW, the Community commits to working with CPAW on the following tasks:

- Provide background information, plans, regulations, wildfire data and related documentation, and knowledge of local issues to help CPAW identify and understand appropriate planning and wildfire challenges facing the community.
- Provide two key points of contact (representing planning and fire expertise) committed to responding to inquiries from Headwaters Economics and providing feedback on Headwaters Economics' deliverables.
- As needed, host community site visit(s) to help CPAW meet with local stakeholders to discuss planning and wildfire topics.
- Engage in the review process of drafted products, tools, and documents by providing timely feedback, as requested.
- Engage other local stakeholders, elected officials, and the public, as appropriate, to engage them in the CPAW process and share final deliverables.
- Actively engage in the CPAW process, including attending scheduled meetings, responding to email inquiries, co-presenting at events, and participating in other requests, as needed.
- Participate in a short program evaluation one year after the expiration of this MOU

to help improve CPAW.

Headwaters Economics

Headwaters Economics, in its sole discretion, may engage additional contractors to provide technical assistance. All team members who work directly with the Community will be clearly identified throughout the process, including on final deliverables.

Headwaters Economics commits to providing the following assistance to the Community:

- Land Use Planning Solutions
  - Prepare a community wildfire audit that includes a review of the Community's current plans and identifies gaps and opportunities.
  - Provide recommendations and support for strengthening wildfire risk-reduction standards in the Community.
- Communications Assistance
  - Assist with stakeholder engagement for the project, as directed by the Community and in coordination with the Community's partners. This could include coordinating calls, meetings, and site visit(s) with federal, state, and local stakeholders, as designated by the Community, to accomplish deliverables.
  - Partner with the Community in crafting messaging about risk and solutions to improve stakeholder understanding.
- Customized Research
  - As identified and agreed upon, research opportunities may be pursued in order to support the Community's wildfire resiliency efforts.

Implementation

The Community retains all responsibility for developing and implementing any plans, policies, or actions identified through this process and ensuring compliance with regulatory requirements. The Community is under no obligation to use or implement any of the deliverables provided by Headwaters Economics.

Final deliverables will be provided to the Community and may also be shared publicly unless other arrangements are discussed by both parties in advance.

Neither party anticipates financial contribution from the other party for any component of this Memorandum.

Contact

The primary contact at Headwaters for all communications related to this Memorandum will be:

Ryan Handy

ryan@headwaterseconomics.org

505-310-2395

https://cpaw.headwaterseconomics.org/

The primary contacts at the Community for all communications related to this Memorandum will be:

Geronimo Griego, Fire Marshal
City of Santa Fe Fire Department
gggriego@santafenm.gov
505.955.3117

Heather Lamboy, Director
City of Santa Fe Planning & Land Use
hllamboy@santafenm.gov
505.470.5281

Signatures

Alan Webber, Mayor	Date
Patty Hernandez, Executive Director Headwater Economics	Date

*CPAW is funded by the U.S. Forest Service and private foundations. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employee.

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

Signature: Geronimo Griego
Geronimo Griego (Aug 8, 2025 14:20:28 MDT)

Email: gggriego@santafenm.gov

Signature:

Email: hllamboy@santafenm.gov

Signature: STEV JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: July 22, 2025

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

From: Sten Johnson, Assistant Fire Chief SJ

Via: Brian Moya, Fire Chief BM

Subject: Inter-Governmental Transfer of Funds to Health Care Authority

Vendor Name: Health Care Authority

Munis Vendor Number: 11103

ITEM AND ISSUE:

The Fire Department respectfully requests your review and approval to enter a Memorandum of Agreement with the New Mexico Health Care Authority (HCA) to facilitate an Inter-Governmental Transfer of funds. This for the purpose of participation in the NM Ambulance Supplemental Payment Program.

The Fire Department respectfully requests your review and approval for a payment in the total amount of $583,620.26 as an Inter-Governmental Transfer (IGT) for a term of one-time transaction to HCA.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260067.

BACKGROUND AND SUMMARY:

The Fire Department has been an early adopter of a program now approved for government operated ambulance services to participate in a supplemental payment program from Medicaid.

The City pays the IGT of $583,620.26 to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Medicaid. The supplemental payment then comes back to the City in the total amount of $2,094,456.35. Please see attachments for further explanation.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Emergency Services Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/564000

Budget Officer / Designee: ALEXIS LOTERO (Aug 5, 2025 13:02:12 MDT) **Date:** 08/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

This is a transaction with a governmental agency, Health Care Authority.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/05/2025

CPO Comment/Exceptions: G to G services/goods are exempt per NMSA Section, 13-1-98 (A).

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:

Invoice for term July – December 2024
MOA with Health Care Authority
Procurement document: Exemption Determination/Email

BAR

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and the **City of Santa Fe Fire Department** collectively referred to as the "Parties," regarding the implementation of Ambulance Supplemental Payment Program (ASPP). The ASPP is approved and administered in accordance with Centers for Medicaid Services (CMS) managed care regulations, 42 C.F.R. § 438 regarding State-Directed Payments. See SDP Identifier NM_Fee_Oth_New_20240701-20241231.

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the "IGT Provider" is the City. The IGT Provider must comply with applicable provisions of 42 CFR Part 433, Subpart B.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency. In this MOA the "Agency" is HCA.

C. CMS means Centers for Medicaid Services.

D. EGAS means Emergency Ground Ambulance Services.

E. MCO means Managed Care Organization, New Mexico Medicaid Managed Care or Turquoise Care.

F. MMIS means Medicaid Management Information System.

II. GENERAL PROVISIONS

A. The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider will transfer payments to the Agency in the following manner:

i. The Agency will bill the IGT Provider when payment is due.
ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

D. ASPP EGAS providers will be paid a supplemental payment on a quarterly basis tied to MMIS claims data utilization. Supplemental payments will be based on the calculated average cost per transport, derived from the required annual cost reports submitted by ASPP EGAS providers for the prior year.

E. ASPP EGAS providers will fund the state share in the form of IGTs. Each provider will have a fully executed Memorandum of Agreement consenting to the terms of the IGTs.

F. Upon CMS approval, supplemental payments will be distributed retroactively to July 1, 2024, effective date.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are

relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

B. IGT Provider agrees the following provision will be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

> *Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.*

VIII. TERM

A. The duties under this MOA will be performed from July 1, 2024, through December 31, 2024, and this MOA terminates December 31, 2025, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$583,620.26
Total Funding Not to Exceed	$583,620.26

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: _____ Date: _____
Kari Armijo, HCA Cabinet Secretary

By: _____ Date: _____
Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By: _____ Date: _____

Mark Reynolds, HCA General Counsel

CITY OF SANTA FE

_____ Date: _____
Alan Webber, Mayor

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

MCO Total Allotment Projections Utilizing Medicaid Managed Information System(MMIS) Managed Care Office(MCO) Trips

Provider	MCO Total Allotment Projections Utilizing MMIS MCO Trips*								
	Jan-Jun 24 Total Allotment (Weighted Average Cost per Transport)	Jan-Jun 24 IGTs Needed Using Weighted Average	Jan-Jun 24 Net New Federal Funding Using Weighted Average	Jul-Dec 24 Allotment (Weighted Average Cost per Transport)	Jul-Dec 24 IGTs Needed Using Weighted Average	Jul-Dec 24 Net New Federal Funding Using Weighted Average	Total Allotment (Weighted Average Cost per Transport)	Total IGTs Needed Using Weighted Average	Net New Federal Funding Using Weighted Average
Albuquerque Fire Rescue	$ 1,124,117.33	$ 308,120.56	$ 815,996.77	$ 740,099.91	$ 206,228.84	$ 533,871.07	$ 1,864,217.25	$ 514,349.40	$ 1,349,867.85
Artesia Fire Department	$ 495,894.80	$ 135,924.77	$ 359,970.03	$ 326,488.78	$ 90,976.10	$ 235,512.68	$ 822,383.59	$ 226,900.87	$ 595,482.72
Bernalillo County	$ 263,318.80	$ 72,175.68	$ 191,143.12	$ 173,364.66	$ 48,308.06	$ 125,056.60	$ 436,683.47	$ 120,483.74	$ 316,199.73
City of Santa Fe Fire Department	$ 3,181,211.95	$ 871,970.20	$ 2,309,241.75	$ 2,094,456.35	$ 583,820.26	$ 1,510,636.09	$ 5,275,668.31	$ 1,455,590.46	$ 3,820,077.84
Las Cruces Fire Department	$ 486,538.30	$ 133,360.15	$ 353,178.15	$ 320,328.62	$ 89,259.57	$ 231,069.05	$ 806,866.92	$ 222,619.72	$ 584,247.20
Sandoval County Fire Department	$ 1,001,146.11	$ 274,414.15	$ 726,731.96	$ 659,137.73	$ 183,668.73	$ 475,469.00	$ 1,660,283.85	$ 458,082.88	$ 1,202,200.97
Santa Fe County Fire Department	$ 1,168,226.57	$ 320,210.90	$ 848,015.67	$ 769,140.69	$ 214,321.05	$ 554,819.64	$ 1,937,367.27	$ 534,531.95	$ 1,402,835.31
Total	**$ 7,720,453.88**	**$ 2,116,176.41**	**$ 5,604,277.47**	**$ 5,083,016.76**	**$ 1,416,382.62**	**$ 3,666,634.14**	**$ 12,803,470.64**	**$ 3,532,559.03**	**$ 9,270,911.61**

Outlook

RE: Determination request

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Tue 7/22/2025 9:29 AM
To JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Greetings,

Government to government services/goods are exempt per NMSA Section, 13-1-98 (A).

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Tuesday, July 22, 2025 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Subject: Determination request

Travis,

I'm requesting a determination for FY26 term in reference to an MOA that establishes an Intergovernmental Transfer (IGT) to New Mexico Healthcare Authority. The MOA enables the Fire Department to participate in the NM Ambulance Supplemental Payment Program, to recover costs of emergency response from Medicaid.

Thank you,

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799

SANTA FE FIRE DEPARTMENT
Est. 1880

Services Offered to the City of Santa Fe (2024)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

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

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

DEPARTMENT / DIVISION NAME	DATE
	7/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Miscellaneous Expenses	1000021	564000		583,620.26	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 583,620.26	$ -

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

Appropriate funding from existing General Fund cash balances to pay for Ambulance Supplemental Payment Program

Intergovernmental Transfers for CY24 per the terms of attached MOA 25-630-8000-0120.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	583,620.26
TOTAL:	**583,620.26**

Toniette Candelaria Martinez — 7/22/2025
Prepared By *{print name}* — Date

Brian Moya — 07/22/2025
Division Director Signature *{optional}* — Date

BRIAN MOYA
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Aug 5, 2025 13:02:12 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Transmission and Storage Plan Purchasing Memo

Date: August 12, 2025

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

From: Clinton Peterson, Engineer

Via: Jonathan Montoya, Interim Water Division Director Jonathan Montoya (Aug 13, 2025 07:59:55 MDT)

John Del Mar, Engineering Supervisor

Subject: 2024 Transmission and Storage Plan RFP

Vendor Name: HDR Engineering, Inc.

Munis Vendor Number: 2722

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a professional services contract in the total amount of $387,837.00 **excluding** gross receipts tax, not to exceed $420,560.75 **including** gross receipts tax, and your review and approval of a Budget Amendment Resolution (BAR) in the amount of $420,560.75 for professional engineering services for a term not to exceed 4 years with HDR Engineering, Inc. (Clinton Peterson, Engineer: cdpeterson@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3260021.

BACKGROUND AND SUMMARY:

The City Water Division's mission is to provide a safe, reliable, and resilient water supply to meet Santa Fe's needs. The City manages four (4) sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion [BDD]) and groundwater (City and Buckman well fields) sources. In order to meet the mission of providing potable water to the City's residents, the water system's transmission and storage network should be planned for robustness and reliability for the next 20 years.

The Water Division serves approximately 35,000 metered customers within and immediately surrounding Santa Fe, New Mexico. Minimum daily and peak daily demands range from 6 to 17 million gallons per day (mgd). Additional wholesale customers include Santa Fe County and Christus St. Vincent Regional Medical Center. The existing Water Division system is comprised of four distinct water sources: the shallow City well field groundwater; the deeper Buckman well field groundwater; Santa Fe Canyon watershed surface runoff captured in two reservoirs and treated at the Canyon Road Water Treatment Plant (CRWTP); and surface water from the Rio Grande diverted via the Buckman Direct Diversion (BDD) Project and treated at the Buckman Region Water Treatment Facility. The BDD Project diverts imported water contracted to the City and County through the San Juan – Chama Project and native water rights from the Rio Grande.

The existing water system consists of over 630 miles of water transmission and distribution piping, nine treated water storage tanks with 34.6 million gallons of storage, 20 water wells, a surface water treatment plant supplied with raw water from two reservoirs with 3,920 AF of raw water storage capacity, and numerous booster pump stations. Santa Fe County is currently served by the Water Division through a wholesale water agreement which supplies as much as 1350-2350 AF of water each year to the County and commits additional back-up capacity in the event of interruption of County's Buckman supply.

This RFP was first advertised in August of 2024 with a due date of September 4, 2024. The selected vendor from the valid proposals was HDR, Inc. after an evaluation by the evaluation committee. The Water Division requests your review and approval of the attached professional services contract with HDR, Inc.

The Water Division also requests approval of this BAR to allocate funds for water-related engineering services as described above to fund the proposed professional services contract with HDR, Inc.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Management / 505

Munis Org Name/Number: Water Capital Projects / 5050395

Munis Object Name/Number: WIP Design / 572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/13/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 08/13/2025

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: **WTR2650502**

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

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Horizons Declination
Purchasing Determination
Professional Services Contract
Budget Amendment Resolution (BAR)
Project Ledger

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2025

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURER B : Ohio Casualty Insurance Company 24074 INSURER C : Liberty Insurance Corporation 42404 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W39508720 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	TB2-641-444950-035	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-045	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	EUO(26)57919363	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-64D-444950-015	06/01/2025	06/01/2026	[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

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

City of Santa Fe
Attention: Clinton Peterson
801 W San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: City of Santa Fe Water Division Transmission and Storage System Plan

Additional Insureds: The City of Santa Fe their officials, officers, employees, and agents

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):
All locations owned by or rented to the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to operations at a single designated "location" shown in the Schedule above:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

© Insurance Services Office, Inc., 2008

Policy Number: TB2-641-444950-035

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **All construction projects not located at premises owned, leased or rented by a Named Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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Policy Number TB2-641-444950-035
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-444950-045
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-015 Effective Date 06/01/2025 Premium
$

Issued to:HDR Engineering, Inc.

© 1983 National Council on Compensation Insurance, Inc.

Policy Number TB2-641-444950-035
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement	As required by written contract or written agreement	30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Policy Number AS2-641-444950-045
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
As required by written contract or written agreement		30

A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		**30**

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-015 Effective Date 06/01/2025 **Premium $**

Issued to HDR Engineering, Inc. **Endorsement No.**

© 2016 Liberty Mutual Insurance

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	11/20/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Wtr Capital Proj, WIP Design	5050395	572960	WTR2650502	420,561	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 420,561	$ -

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

Please see attached Memo.

The City of Santa Fe Public Utilities Department requests approval of this BAR to allocate funds for water-related engineering services executed per the attached contract. The associated procurement was via RFP procurement for the Transmission and Storage Plan project for vendor HDR Engineering, Inc.

{Complete section below if BAR results

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(420,561)
TOTAL:	**(420,561)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Clinton Peterson	7/9/2025	Andy Hopkins	08/13/2025
Prepared By *{print name}*	Date	Budget Officer	Date
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Jonathan Montoya (Aug 13, 2025 07:59:55 MDT) 08/13/2025			
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Item #: _____
Munis Contract #: _____
RFP# :24003

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 **HDR Engineering, 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 through 13-1-117; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide Transmission and Storage Planning, which will include an integrated plan for potable water for the City for the next 20 years. The finalized document will consist of a prepared collection of an analysis of the existing system under City-specified scenarios under peak demand conditions from both City and County, strategies for optimized transmission and storage, and recommendations for Capital Improvement Projects (CIPs) to achieve a robust integrated water transmission and storage system for the City.

The Contractor will be expected to conduct monthly review meetings to go over the progress of plans in addition to those at each task listed below. Deliverables shall be made in the form of electronic files, with hard copies of the Final Report.

The basic tasks that the Contractor will be expected to accomplish for the project are listed here:

1. Final Work Plan & Project Kickoff

The Contractor will lead a design team comprised of the Contractor and its subcontractors and the Water Division project manager. The Contractor shall prepare a detailed Final Work Plan to be utilized throughout project execution. The Work Plan will be developed based on the Contract Scope of Work. The Final Work Plan shall be prepared in collaboration with Water Division Staff and will include the following components:

a) Project description, summary of work and deliverables, project schedule.
b) Anticipated City workload and schedule for interfacing with Contractor.

c) Project team, organization, and responsibilities.
d) Communication protocols, documentation, meetings and workshops.
e) Approach to review of existing data, reports, master plans, billing data, annual minimum, and peak capacity of sources of supply, geographically distributed water system peak demands and fire flow requirements, Geographic Information Systems (GIS) mapping, Supervisory Control and Data Acquisition (SCADA) system data, hydraulic water model, planning reports, land use data, and other relevant information.
f) Approach to establishment of detailed design and hydraulic criteria, planning and land use criteria, and methodology.
g) Quality control and assessment process and activities.
h) Detailed description of and reasons for differences in the Final Work Plan and the Contract Scope of Work.

The Contractor's application of the hydraulic water model for these planning purposes shall comply with established industry and engineering practices for water system modeling criteria including American Water Works Association (AWWA) guidelines. The Contractor shall identify pertinent practices and guidelines in the draft Work Plan. This topic should also be addressed in proposals responding to this Request for Proposal (RFP).

The Final Work Plan will be prepared in draft form for Water Division staff review and comments will either be incorporated into the Final Work Plan or addressed otherwise. The draft Final Work Plan will be presented to the Water Division during the kickoff meeting described below.

The Contractor shall prepare for and lead a project kickoff meeting. The meeting shall be held at the Water Division offices and include the key Contractor staff, sub-contractors and appropriate Water Division staff and key stakeholders. The kickoff meeting shall introduce the project team, confirm the project objectives and discuss key issues and concerns. At the meeting, the Contractor will also present the scope of work, key deliverables, budget, schedule and communications plan and other project plans as described in the draft Final Work Plan. The Contractor will provide the suggested meeting agenda and draft Final Work Plan to the Water Division at least one week prior to the Kickoff Meeting.

From time to time, other City representatives and other City-contracted Contractors may be involved in project meetings with the Contractor. Biweekly progress meetings or telephone conference calls are anticipated to provide proper coordination, review of progress and to finalize project decisions. Monthly progress reports shall be submitted to the City, at least monthly. Progress meetings shall be held at the City's offices or via a remote meeting software (Zoom or Microsoft Teams).

Deliverables:

1. Kickoff Meeting Agenda (via email)
2. Draft Final Work Plan and Kickoff Meeting Materials (10 copies)
3. Kickoff Meeting Minutes (via email)
4. Final Work Plan (10 copies)

2. System Design, Utilization, Operation, & Reliability Criteria

Prior to completing analysis, the Contractor shall review design, utilization, operation, and reliability criteria (e.g. dedicated transmission system, storage system with distributed facilities sized to meet domestic, fire,

equalization and emergency storage, system redundancy, pipe velocities, system pressures, acceptable head loss, pump cycling frequency, minimization of power costs through utilization of off-peak electric rates for pumping, etc.) and shall make recommendations for either establishing or changing specific design, operation, and reliability criteria. These recommendations shall be fully documented in a technical memorandum. The Contractor shall detail water system design criteria and methodology used to analyze the water system to identify system deficiencies, plan for system improvements, and to plan for system expansion.

The Contractor shall define transmission and distribution lines by function and size in the water system and shall list and summarize the attributes of storage facilities including the geographic area served by each tank.

The Contractor shall incorporate standard water industry engineering and operation practice and standards. The Contractor shall present its recommendation to Water Division staff. A subsequent workshop shall be held with the City to discuss the City's review comments on the draft technical memorandum.

Deliverables:

1. Draft and final Technical Memorandum No. 1 – System Design Criteria
2. Contractor presentation of the recommended system design criteria and reasons for.
3. Workshop agenda and minutes.

3. Hydraulic Modeling Recommendations and Improvements

Many of the deliverables of the Transmission and Storage System Planning Scope of Work will require significant use of the City's hydraulic model. It is therefore imperative that the hydraulic model be reviewed and analyzed for deficiencies and possible improvements to ensure the quality of further deliverables as part of the Transmission and Storage System Planning scope of work. The Contractor shall identify and incorporate needed model improvements prior to making recommendations for the City's transmission and storage system.

a) The Contractor will analyze the existing hydraulic model for deficiencies or needed changes. Under this subtask, it is expected the Contractor shall at a minimum perform the following tasks:

   i. Review hydraulic model pipes, tanks, reservoirs, and valves and confirm parameters accurately represent existing equivalent GIS layers.
   ii. Confirm meter-to-junction assignment is spatially accurate for each pressure zone.
   iii. Confirm appropriate diurnal patterns for demand are utilized for at least peak day demand, winter demand, and one shoulder month (April or October).
   iv. Validate most recent calibration of hydraulic model.
   v. Review pipe and junction placement within the model to confirm water network is spatially represented in an accurate manner across the entire city.

b) If significant deficiencies are identified, the Contractor shall incorporate improvements to the hydraulic model to address these deficiencies, as well as a separate calibration of the model. Water age and water quality modeling as well as sample fire flows shall be performed to confirm improvements have been correctly incorporated and hydraulic model improved.

The results of this modeling analysis and improvement shall be documented in a draft Technical Memorandum that will be submitted separately prior to the Transmission and Storage System Plan Report and then later

incorporated in final form into the Transmission and Storage System Plan Report. A workshop shall be held with the City to review and discuss the City review comments on the draft technical memorandum. The updated hydraulic model shall also be delivered to the City along with project files for water age, water quality, and fire flows performed.

Deliverables:

1. Technical Memorandum No. 2 – Hydraulic Modeling Recommendations and Improvements.
2. Workshop agenda and minutes.
3. Updated hydraulic model with project files for water age, quality, and fire flow scenarios.

4. Water Demand Analysis

The Contractor shall prepare a water demand study for the City service area. The demand study shall include:

a) Existing demands and the projected demands for the next 20 years of service, assigned spatially within each of the City's pressure zones.
b) Define the relationship between each model node and the associated tank service area or other discrete geographic service area.

This demand analysis should consider the discrete additional demands placed on the water system by the County master meters, the City/County Water Resources Agreement, and the shared pool agreement. The Water Division can provide the following information to support developing recommendations on demand estimates and adjustments:

a) 2009 Transmission and Storage Master Plan Demand Study and Demand Database.
b) Current billing data (past few years).
c) Current and projected water use for the next 20 years and projected population increase.
d) Census data.
e) Land Use maps for build-out development and current land use maps.
f) System SCADA operation data (production/consumption, storage level).
g) Existing fire flow requirements.
h) Annual and peak day capacities of the four sources of supply, under both normal and constrained conditions.
i) County projected water demands.

The Contractor will provide the following current demand analysis and future projections for each pressure zone: interim growth, average annual demand, peak day demand, and peak hour demand. Updated peak day, peak hour factors, and 24-hour diurnal use factors shall be established and calibrated with current SCADA information and Water Division records. Demands for undeveloped land will be based on City land use planning, zoning, and usage rates. Detailed methodology shall be established and documented for calculating demands from zoning and land use planning. The Contractor shall compare the current land use data with the data used for the 2009 Master Plan to assess if significant changes in the land use occurred and revise model junctions as necessary.

Following review and acceptance of Contractor evaluation and recommendations by Water Division staff, the Contractor will update the existing water demand for each diurnal pattern. The demand data will be fully compatible with ArcGIS Pro and InfoWater Pro and furnished to the City.

Deliverables:

1. Technical Memorandum No. 3 – Water Demand Evaluation and Recommendations, including documentation of data utilized and the demand analysis, record search, methodology, and criteria.
2. Updated demand data for use with ArcGIS Pro and InfoWater Pro.
3. Water model files in InfoWater Pro for demand scenarios in 5/10/20 year increments.

5. Source of Supply Scenarios

The Contractor shall review supply sources and analyze source capacity and constraints for the following scenarios:

1. A groundwater-only source of supply scenario where the only source of water is from Buckman wells and City wells. CRWTP and BDD are offline.
2. A scenario where the only surface water available is 12 MGD from CRWTP. City and Buckman wells are online.
3. A scenario where the only surface water available is 15 MGD from BDD. Buckman wellfield is offline and City wells are online.
4. The above scenarios where there is an extended blackout situation (no electricity) – how long can the City supply water?

For each of these scenarios, the City demand for this scenario should consider both City and County peak day demand. This scenario shall be modeled for system peak day demand for an extended period – until an equilibrium period is reached or until it is apparent that tank levels have decreased to a particular minimum tank level.

The Contractor shall provide recommendations addressing these source of supply scenarios. These recommendations shall be fully documented in a technical memorandum. The Contractor shall define transmission and distribution lines by function and size in the water system and shall list and summarize the attributes of storage facilities including the geographic area served by each tank. This work may be done in conjunction with Task 6 below.

The Contractor shall incorporate standard water industry engineering and operation practice and standards. The Contractor shall present its recommendations to Water Division staff. A subsequent workshop shall be held with the City to discuss the City's review comments on the draft technical memorandum.

Deliverables:

1. Draft and final Technical Memorandum No. 4 – Source of Supply Scenarios
2. Contractor presentation of the source of supply scenarios.
3. ArcGIS Pro and Infowater Pro files to replicate source of supply scenarios.
4. Workshop agenda and minutes.

6. Perform Transmission and Storage System Plan Modeling & Analysis

The Contractor shall apply the previous analyses to identify existing deficiencies and future system requirements in the hydraulic model. The Contractor shall identify needed system improvements to accommodate expected changes and system expansion.

a) The Contractor will analyze the transmission & storage system for deficiencies. Under this subtask, the Contractor shall:

   i. Compare existing pumping and storage capacity by zone with the pumping and storage requirements identified by the source of supply scenarios. This will provide an initial assessment of storage and supply needs and current deficiencies.
   ii. Provide detailed evaluation of low and high pressures in the distribution system.
   iii. Identify standby pumps for pump stations and sources of supply where standby pumping capability and redundancy does not exist and locations where it is recommended that additional equipment be installed.
   iv. Summarize storage, pumping and pipeline deficiencies both in tables and graphically for evaluated scenarios.

b) Once deficiencies are identified, the Contractor shall identify improvements to address transmission and storage system deficiencies. The Contractor shall develop and evaluate alternative improvements to eliminate each deficiency or subset of related deficiencies. Initial sizing of improvements will be based upon static runs for peak day plus fire and peak hour conditions. Final improvement selections for the source of supply scenarios shall be confirmed using extended period simulations to verify improvements are adequately sized. The Contractor shall also specifically assess if system improvements could substantially increase system efficiencies and whether pumping infrastructure is adequately sized to move sources of water to pressure zones via pumping within zones (cross zone transfer) or uphill across zone boundaries.

The results of this modeling and analysis shall be documented in a draft Technical Memorandum that will be submitted separately prior to the Transmission and Storage System Plan Report and then later incorporated in final form into the Transmission and Storage System Plan Report. A workshop shall be held with the City to review and discuss the City review comments on the draft technical memorandum.

Deliverables:

1. Technical Memorandum No. 5 – Results and Recommendations of Transmission and Storage System Plan Modeling and Analysis.
2. Workshop agenda and minutes.

7. Transmission and Storage System Capital Improvement Plan

The Contractor shall develop a new recommended 20-year Capital Improvement Plan and include a detailed description of recommended water system improvements with cost estimates, priority, and schedule, allocated through the planning period. The Capital Improvement Plan shall include previously recommended improvements provided that the Contractor's evaluation identifies them as needed as originally planned or require revisions.

Major improvements shall be listed as individual items with cost, schedule, lead times, and a description of the work and the reason the improvement is required. Alternate projects shall be considered and prepared for major projects with cost, schedule, lead times, and description of work. The Contractor shall provide the cost or percentage of cost of major projects that are solely for system expansion. The Contractor shall evaluate improvement priorities and schedule and will include a list of dependencies relative to each recommended improvement. For example, meeting the peak day demand in a certain zone might require a certain improvement to be made as a capital improvement project. The Contractor shall work with the City to develop the methodology for prioritization of projects. The Contractor shall also include in its analysis what risk each project is addressing. The Capital Improvement plan shall include a 20-year projection of the associated expenditures, by project, by year on a summary sheet.

The Capital Improvement Plan shall be documented initially in a draft Technical Memorandum and shall be included in its final form in the Transmission and Storage System Plan Report. A workshop shall be held with the City to discuss the City's review comments. Additionally, the Contractor shall provide summaries (approximately 1 page or less) of each project identified.

Deliverables:

1. Draft and final Technical Memorandum No. 6 – Capital Improvement Plan.
2. Consultant presentation of the Capital Improvement Plan to Water Division staff.
3. Capital Improvement Plan Listing, to be included in the Final Report.
4. Workshop agenda and minutes.
5. 1-page summaries of each proposed Capitol Improvement Project.

8. Transmission and Storage System Plan Report

The Contractor will initially develop a detailed Transmission and Storage System Plan Report outline for Water Division review and comment. The Contractor shall prepare a complete report, based upon the final agreed upon Report outline, incorporating the key elements as described in the other tasks descriptions. The Transmission and Storage System Plan Report shall be a standalone document that summarizes and presents all pertinent information from the contract. The report shall be concise and maximize the use of summary tables, graphs and figures. A workshop shall be held with the City to discuss the City's review comments on the draft report. The Contractor shall be present for the City's public works presentation for support if necessary. Finally, the Contractor shall prepare a finalized version of the Report following City feedback.

Deliverables:

1. Transmission and Storage System Plan Report Outline (via email)
2. Draft Transmission and Storage System Plan Report (electronic)
3. Workshop agenda and minutes
4. Final Transmission and Storage System Plan Report (4 bound copies and electronic editable files for report text, tables, graphics and drawings and a pdf file of entire report).

   As part of the Transmission and Storage Plan Report, the Consultant shall provide the following graphics, in addition to other Consultant-recommended graphics:

   a. A graphic illustrating the City of Santa Fe with pressure zones, roads, and hydraulic components.

b. A graphic illustrating the hydraulic components and major systems in a condensed format.
c. A graphic illustrating a heat map of the City for fire flows.
d. A graphic illustrating a map of the City's metered demand by node.
e. A graphic illustrating current and estimated change in peak day demands (for 5, 10, and 20 years) per zone.
f. Other City-specified graphics may be asked to be generated during the finalization of the final Plan report.

5. In-person support and attendance for City's public works presentation.
6. Bi-Weekly Progress Meeting Minutes (via email)
7. Monthly Progress Reports

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Transmission and Storage Planning for the City, as set forth in this Contract. 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, applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

C. The Contractor shall provide its services in accordance with the ordinary standard of professional care applicable to members of Contractor's profession providing the same services under the same or similar circumstances at the same time and locality. The Contractor makes no warranties of any kind or nature, express or implied herein, in connection with the Contractor's services.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of Three Hundred Eighty-Seven Thousand, Eight Hundred Thirty Seven Dollars ($387,837.00) upon completion of Scope of Work listed above, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling Thirty-Two Thousand, Seven Hundred Twenty-Three Dollars and Seventy-Five Cents ($32,723.75) 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 Four Hundred Twenty Thousand, Five Hundred Sixty Dollars and Seventy-Five Cents ($420,560.75). 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 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, except to the extent City was not prejudiced by such delay to invoice.

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 City's receipt of invoice. 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 **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior

to the intended date of termination, which notice shall (i) identify all the Contractor's material breaches of this Contract upon which the termination is based and (ii) state what the Contractor must do to cure such material breaches. City's notice of termination shall only be effective (i) if the Contractor does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Consultant does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, 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 6, "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.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations for payment 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

Upon payment in full of undisputed amounts to Contractor, 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. Any modification or reuse of Contractor's materials by City for purposes other than those described in this Contract shall be at City's sole risk and without liability to Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This 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. Entire Contract.

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the Contracts, 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.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

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

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits of $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 coverage and limits specified in this Contract,. 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 time-based fees and reimbursable expenses invoiced 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 upon 45 day's written notice. 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, reasonable attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the negligent performance of this Contract, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by

the negligent or wrongful acts or omissions of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

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

To the City:
Clinton Peterson
City of Santa Fe Water Division
801 W San Mateo
Santa Fe, NM 87505

To the Contractor:
HDR Engineering, Inc
2155 Louisiana Blvd NE
Suite 3000
Albuquerque, NM 87110-5483

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 Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City'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 reasonable direct and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract may 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 right to seek 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 seek equitable relief pursuant to this Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any reasonable 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 Contract.

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:

_____
CITY MAYOR ALAN WEBBER

DATE: _____

CONTRACTOR:
HDR Engineering, Inc

_____
JASON FORT, VICE PRESIDENT

DATE: 06/10/2025

CRS#: 002-154898-006

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 10, 2025 08:53 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Re: Determination Request For Transmission and Storage System Planning

DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
To PETERSON, CLINTON D.; Purchasing DET

If there are problems with how this message is displayed, click here to view it in a web browser.

Hi, Engineering is professional.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: PETERSON, CLINTON D. <cdpeterson@santafenm.gov>
Sent: Thursday, December 7, 2023 11:05 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination Request For Transmission and Storage System Planning

Hello,

I ab submitting a determination by the Purchasing Department for an engineering project with the following scope of work:
The estimated budget for this project is to be determined.
The work consists of the following:

- Analysis and assessment of the City's hydraulic model and its deficiencies. Updating the model to address deficiencies would also be part of the scope of work.
- Analysis of the water demand for the City and spatially allocating the demand across hydraulic model junctions for the next 20 years of service within the City's pressure zones. Relationship should be defined between the model node and associate tank service area.
- Running source of supply modeling for several City-specified emergency scenarios with the upgraded hydraulic model.
- Performing transmission and storage system planning and analysis. The Consultant shall recommend engineering improvements to address the City's deficiencies in its water system.
- Recommending appropriate capital improvements projects for the next 20 years to support these improvements.
- A complete report of the above findings and a presentation to the City, which includes City-specified illustrations and graphics.

Thanks,

From: Joseph Perez
To: PETERSON, CLINTON D.; mloehman@horizonsofnewmexico.org; gblock@horizonsofnewmexico.org
Subject: Re: Horizons work
Date: Tuesday, July 15, 2025 8:41:18 AM
Attachments: image001.png

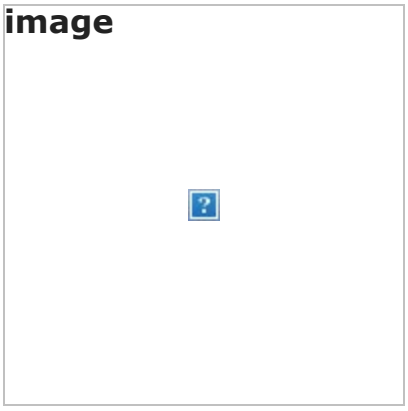
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity
Kind regards

Joseph Perez
Regional Marketing Manager

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

office phone: (505) 345-1540
email: jperez@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org
image



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

From: PETERSON, CLINTON D. <cdpeterson@santafenm.gov>
Sent: Tuesday, July 15, 2025 8:35:45 AM

To: mloehman@horizonsofnewmexico.org <mloehman@horizonsofnewmexico.org>; jperez@horizonsofnewmexico.org <jperez@horizonsofnewmexico.org>; gblock@horizonsofnewmexico.org <gblock@horizonsofnewmexico.org>
Subject: FW: Horizons work

Hello, I need a response from Horizons asap (see below)
-Clinton

From: PETERSON, CLINTON D.
Sent: Thursday, July 10, 2025 9:18 AM
To: jperez@horizonsofnewmexico.org; gblock@horizonsofnewmexico.org
Subject: FW: Horizons work

Hello, would Horizons like this work? This would be for hydraulic modeling of the City water system.

From: PETERSON, CLINTON D.
Sent: Thursday, July 10, 2025 9:16 AM
To: 'mloehman@horizonsofnewmexico.org' <mloehman@horizonsofnewmexico.org>
Subject: Horizons work

Hello, would Horizons like this work? This would be for hydraulic modeling of the City water system.

Clinton Peterson, P.E.
Engineer, Water Division
City of Santa Fe
Phone: 505-955-4369

CITY OF SANTA FE

Purchasing Memo

Date: June 24, 2025

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

From: John Del Mar, Engineering Supervisor

Via: Jesse Roach, Public Utilities Department Director

Subject: Amendment to Carollo Professional Services Contract to Remove Fiscal Year Compensation Cap

Vendor Name: Carollo Engineers

Munis Vendor Number: 4411

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204172 with Carollo Engineers for Professional Services. Amendment 1 removes fiscal year compensation amount limits and changes the total contract amount, not to exceed eight million dollars ($8,000,000.00) including NMGRT.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204172.

BACKGROUND AND SUMMARY:

The Water Division requires contract flexibility regarding the amount needed to compensate our on-call contract vendors for their services in a given fiscal year and throughout the term of the contract.

The on-call services nature of the contract necessitates the city's ability to compensate the vendor without fiscal year amount limits. Necessary on-call professional services for various CIP projects vary each fiscal year. With the contract providing the same limit amount of compensation for each fiscal year over the four-year contract term, the amount may either exceed that which is needed or fall short of that needed to compensate on-call vendors for services.

The original contract date was August 14, 2023. The City Clerk's Item number is 23-0513.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP.

RFP #23/61/P, On-call Engineering Services for Water and Wastewater Processes and Treatment

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

CPO Comment/Exceptions: Procured using NMSA 13-1-120 A&E. No cost considered. Based on budget available.

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: The vendor is on-call to work on various projects and will note the project ledger number on invoices specific to their work.

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

Comment/Exceptions: _____

ATTACHMENTS:

1. Amendment 1
2. Original Contract Packet
3. Certificate of Liability Insurance

Item #:
Munis Contract #: 3204172
Original Contract Item #: 23-0513
RFP #: 23/61/P

CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM # 23-0513

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 14, 2023 the ("Contract"), between the City of Santa Fe (the "City") and Carollo Engineers, 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 professional engineering services.

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 provide for payment of services based on available budget 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 BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation based on available budget and not to exceed eight million dollars ($8,000,000.00) including New Mexico Gross Receipts Tax (NMGRT) throughout the four-year term of this contract.

Article 3 paragraph B subparagraph 1 of the Contract is removed in its entirety.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
MAYOR ALAN WEBBER

DATE:_____

CONTRACTOR: Carollo Engineers, Inc.

_____
NAME: John Rehring

_____
TITLE: Vice President

DATE: 05/13/2025

CRS # 03-162628-00-9
Registration # 117760

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 13, 2025 14:55 MDT)
_____
MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

3204172 Carollo Contract Amendment 1 - FINAL

Final Audit Report 2025-05-13

Created:	2025-05-13
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC7080wKL3ZgDyrqX6xHFC6OvttsPHBlw

"3204172 Carollo Contract Amendment 1 - FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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2025-05-13 - 7:28:12 PM GMT

Email viewed by John Rehring (jrehring@carollo.com)
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Document e-signed by John Rehring (jrehring@carollo.com)
Signature Date: 2025-05-13 - 8:50:42 PM GMT - Time Source: server- IP address: 4.30.76.138

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-05-13 - 8:53:29 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-05-13 - 8:55:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-05-13 - 8:55:03 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

7/4/2025

DATE (MM/DD/YYYY) 7/1/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** Allied World Surplus Lines Insurance Company — 24319 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19660408 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO 9730569	7/4/2024	7/4/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2024	7/4/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	AUC 4428881	7/4/2024	7/4/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2024	7/4/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2024	7/4/2025	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

On-Call Engineering Services for Water and Wastewater Processes and Treatment, RFP# 23/61/P. City of Santa Fe, their officials, officers, employees and agents are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19660408
City of Santa Fe
Attn: Jonna Leigh Stack
Water Division
801 W. San Mateo
Santa Fe NM 87515

CANCELLATION See Attachments

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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Waiver of subrogation applies to general liability and auto liability where allowed by state law and as required by written contract. Contractual liability is included in the general liability subject to the policy terms, conditions and exclusions. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions. Thirty (30) days' notice of cancellation by the insurer will be provided to the certificate holder, ten (10) days' notice in the event of nonpayment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No.	0313-9010
Issued to	Carollo Engineers, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	**30**

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**30**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569
Eff. Date of Pol. 7/4/2024
Exp. Date of Pol. 7/4/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-A CW (12/01)

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II –** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I –** Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER
BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Zurich American Insurance Company
Endorsement Effective Date:	7/4/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Item#__23-0513_____
Munis Contract #3204172.

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **CAROLLO ENGINEERS INC.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

WHEREAS, the Contractor does hereby accept its designation as an Contractor rendering services related to Water and Wastewater Processes and Treatment 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 four (4) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

A. The Contractor shall provide the following professional services for the City:

(1) Professional Services

The Contractor shall perform professional engineering services on an as-needed basis as directed by the City's representative. The Contractor shall use demonstrated expertise and experience in the areas of water and wastewater facilities; water quality and evaluations; recycled wastewater reuse; water distribution and storage. Other engineering services may include planning; water supply; water resource management; hydraulic and other modeling; well field operations; and construction management and or inspection services for a variety projects and utility work assignments to include Water and Sanitary Sewer Lines and Water Systems Facilities including dams and Wastewater Facilities.

Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work (SOW) for any one project may

involve some or all phases of project development and implementation which may include the following.

- Water and wastewater treatment processes and engineering
  - Recycled wastewater reuse
  - Water quality technical evaluations and treatment
  - Water and wastewater treatment systems, processes and improvements
- General engineering services for
  - Capital Improvements
  - Repair and rehabilitation related assessments
  - Upgrades and improvements
  - Third party design review
  - Dam safety
  - Procurement support for Capital Improvement Plan (CIP)
  - Bid phase support
- Engineering services for design and construction
  - Geotechnical and structural analysis
  - Field reconnaissance and surveys
  - Collecting field and other related data
  - Pipeline design and construction
  - Development of detailed construction cost estimates
  - Dam design and construction
  - Feasibility studies
- Water resources studies for
  - Supply and demand management
  - Wellfield sustainability analyses
  - Water budget and geohydrologic modeling analyses
  - Permitting
- Permit related activities, compliance and litigation support
- Water utility management support for
  - Asset management
  - Water loss audit
  - Federal and State funding applications
- Construction Management including:
  - Project coordination during construction
  - Construction meetings and Site visits
  - Requests for information
  - Submittal reviews
  - change orders and Change directives
  - Record drawings
  - Render interpretations of design documents as necessary
  - Review Contractor's Submittals including record drawings for conformance with Design Documents
  - Respond to Requests for Information (RFI) related to the design submitted by the Contractor
  - Deliverables

(2) Water and Wastewater Treatment Processes and Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water and wastewater treatment systems, processes and improvements; water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes
- Water quality and treatment, blending and distribution
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, dams, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and Operating & Maintenance (O&M) costs
- Production well design, construction, testing and sustainable operations

(3) General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints
- Address right of way and easement issues
- Updates and revisions to the water distribution and storage master plan, as needed
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements
- Water system design and operations, water demand analyses, system utilization, operation and reliability
- Bid phase Support including written responses to questions from plan holders on design drawings and specifications

(4) Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements
- Develop a design and construction schedule
- Manage construction-phase projects assuring adherence to related deliverables timeline and regulatory requirements
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support

(5) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management; source protection; water resource management; permit compliance; and water system production, distribution and storage improvements
- Water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculations in support of water resource management studies
- Long range water supply plan (LRWSP) updates; drought management; new source of supply evaluations, system resiliency; supply and demand forecasting using decision analysis tool (WaterMAPS); 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool; and wastewater reuse, treatment and conservation plans
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations; Predictive simulation of groundwater flow, model development and calibration and model validation
- Well design; well efficiency; well permitting; specific capacity and aquifer testing; sustainable well yield assessment; well redevelopment; well construction and repair; well permitting; and well siting
- Water supply prioritization; economics; availability and resiliency; and water supply infrastructure

(6) Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications
- Inter-state compact compliance, permitting and accounting
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance

(7) Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations
- Support City pursuit of federal and state grant funding applications

(8) Construction Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Project coordination during construction
- Construction meetings and Site visits
- Requests for information
- Submittal reviews
- Change orders and change directives
- Record drawings
- Render interpretations of design documents as necessary
- Review Contractor's Submittals including record drawings for conformance with Design Documents
- Respond to Requests for Information (RFI) related to the design submitted by the Contractor

(9) Project Management

The Contractor shall provide project management throughout the duration of a given project with regular communication and coordination with the City. Project management tasks shall include:

- Maintaining a project work plan, schedule, and budget
- Project description and summary of deliverables
- Project meetings to establish work plan including project team members and responsibilities, quality and document control process, and communication protocols

- Monthly progress/status reports
- Regularly scheduled status meetings with the City
- Regular engagement with project stakeholders
- Monthly invoicing
- Delivery of work products that have been thoroughly reviewed with an established QA/QC process

Meetings will be held in City offices or remotely (as circumstances dictate) as requested by the City.

The City may request the Contractor provide a proposal to complete a scope of work for select engineering projects as defined by the City. The SOW will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Task Orders will be negotiated and approved by the City Project Manager and Water Division Director.

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Contractor shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Contractor shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Contractor's contract rates, for accomplishing the work. Each proposal prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals for Task Orders under this Agreement must reference the Agreement/Contract number on the proposal to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Contractor's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.
- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Contractor initiating any work. The Contractor shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. The Contractor shall be responsible for any work not expressly set out in any Project Order, but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.
- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

- The Contractor's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Contractor or any employee, agent, or subcontractor of the Contractor under this Agreement. The Contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.
- The Contractor must acknowledge that approval by the City of drawings, specifications, reports and incidental engineering work or materials furnished under the SOW shall not in any way relieve the Contractor of their responsibility for the technical accuracy and adequacy of the work. The Contractor shall be and remain liable in accordance with applicable law for all damages to the City caused by the Contractor.
- All work must be done by or under the direct supervision of engineers and surveyors registered to practice in New Mexico.

The City is under no obligation to expend any amount of this funding and expenditures will be incurred on an as-needed basis to complete projects on the City's direction.

Specific deliverables, milestones, tasks, time sensitive reporting, data, plans, designs and or any other professional services request generated will made a part of specific Task Orders the City may assign the Contractor upon after execution of this Professional Services Agreement.

2. Standard of Performance; Licenses.

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

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

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of three million dollars (**$3,000,000**) BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed three million dollars (**$3,000,000**), excluding gross receipts tax. The New Mexico gross receipts tax 8.3125% levied on the amounts payable under this Agreement totaling two hundred thousand, three hundred seventy-five dollars (**$249,375**), shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three million, two hundred forty-nine thousand, two hundred seventy-five dollars ($3,249,275). 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.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of approximately seven hundred and fifty-thousand dollars ($750,000) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($62,343.75) shall be paid by the City to the Contractor.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2027** 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.

5. Termination.

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

NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

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

8. Assignment.

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

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will at the City's sole risk and without liability or legal exposure to the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance.

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

21. Other Insurance

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

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

B. 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.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, to the

extent 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.

The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, terminations or for professional negligence. Additionally, the Contractor shall not be responsible for acts or decisions of third parties, including governmental agencies, other than the Contractor's subcontractors, that impact project completion and/or success.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

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

To the City:
Jonna Leigh Stack
City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87515

To the Contractor:
John P. Rehring, PE
Senior Client Services Manager | Vice President
390 Interlocken Crescent, Suite 800 | Broomfield, CO 80021
O 303.404.6309 | C 303.489.0786
jrehring@carollo.com | carollo.com

28. Authority.

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

29. Merger.

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

30. Non-Collusion.

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

31. Default/Breach.

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

32. Equitable Remedies.

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

33. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this

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

34. Standard of Care.

The Contractor shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

35. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

36. Estimates and Projections.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Contractor's opinions, analyses, projections, or estimates.

37. Services During Construction.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment

or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way the City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Contractor's opinions, analyses, projections, or estimates.

38. Third Parties.

The services to be performed by the Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

39. Access.

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

40. Existing Contract.

In accordance with NMSA 13-1-129 of Procurement Code Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the City of Santa Fe.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Aug 14, 2023

CONTRACTOR:
CAROLLO ENGINEERS, INC.

NAME John Rehring Becky Luna

Vice President Senior Vice President
TITLE

DATE: July 17, 2023
CRS# 03-162628-00-9

Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 08/09/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 17, 2023 08:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Aug 14, 2023 17:52 MDT)

EMILY OSTER, FINANCE DIRECTOR

5050395.572960 PL# WTR1950501 AH
AH

Org. Name/Org#.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204172

Contractor: **Carollo Engineering Inc**

Description: **on-call engineering services Professional Services Agreement with Carollo for Capital Improvements Program (CIP) projects**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **July 1, 2023** Term End Date: **June 30, 2027**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Name Change from Sun Edison to Luminance

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: Jul 20, 2023 Date:

Comment & Exceptions: 13-1-111 Competitive sealed proposals

4. **Funding Source:** _____ **Org / Object:** 505395.572960

Andy Hopkins (Jul 18, 2023 15:04 MDT)

Budget Officer Approval: Jul 18, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: December 22, 2022

Classification: Business Registration - Standard

Expiration Date: December 22, 2023

Fees Paid: $35.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/4/2024 6/29/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472595 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Allied World Surplus Lines Insurance Company — 24319 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19050513 **REVISION NUMBER:** XXXXXXX

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	N	GLO 9730569	7/4/2023	7/4/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2023	7/4/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	CUP-1S956429	7/4/2023	7/4/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2023	7/4/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	0313-9010	7/4/2023	7/4/2024	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

San Juan Chama Return Flow Project. City of Santa Fe their officials, officers, employees, and agents are additional insureds as respects general liability and this coverage is primary and non-contributory, as required by written contract. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

19050513
City of Santa Fe, New Mexico
Attn: John Del Mar
801 W. San Mateo Rd.
Santa Fe NM 87505

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers Inc.

Procurement Title: 23/61/P

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Public Utilities Staff Name John Del Mar

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☑	☐	RFP
☑	☐	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☑	☐	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

John Del Mar — Engineer Supervisor — July 10, 2023

Department Rep Printed Name (attesting that all information included) — Title — Date

Chief Procurement Officer — Jul 20, 2023

Purchasing Officer (attesting that all information is reviewed) — Title — Date

ITT Representative (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

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
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: July 12, 2023

TO: Travis Dutton-Leyda, Chief Procurement Officer, City of Santa Fe

FROM: Jonna Leigh Stack, Procurement Manager
Public Utilities Department, Water Division

SUBJECT: Evaluation Committee Report, On-call Engineering Services for Water and Wastewater Processes and Treatment
RFP # 23/61/P

In accordance with the Request for Proposals (RFP) #23/61/P for Public Utilities Department Water Division, four (4) responsive proposals were timely received from the following Offerors:

- Carollo Engineers (Carollo)
- HDR, Inc. and Subsdiaries (HDR)
- Molzen Corbin (Molzen)
- Wilson & Company (Wilson)

and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

John Delmar, Water Engineer, City of Santa Fe
P. Fred Heerbrandt, Wastewater Engineer, City of Santa Fe
Taylor Jurgens, Water Engineer, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 10, 2023: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- May 17 – May 22, 2023: Evaluation Committee reviewed and scored proposals by specifications
- May 22, 2023: Evaluation Committee and Procurement Manager met to discuss proposals and scores
- May 25, 2023: Evaluation Committee selects contract awardee

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Section IV.B Technical Specifications

Section IV.B.1 Organizational Experience (420 Total Points)

	Carollo	HDR	Molzen	Wilson
Offeror Points	420	416.67	413.33	387.67

Organizational Experience

Offeror must:
(a) List and describe three (3) projects completed within the past five years demonstrating specific expertise and experience in the areas of dam safety, design, and construction; geotechnical and structural analysis; repair and rehabilitation and related infrastructure assessments; pipeline design and construction; field reconnaissance and surveys; water distribution and storage; water quality; wastewater; and water system improvements as outlined in section IV.A. Scope of Work.

For all projects provide the following information:

- Project title, location and description
- Project costs
- Year performed services
- Project manager
- Services provided
- Project owner's name
- Client contact person, address and phone number
- Type of contract (on-call or fixed scope)

b) Provide a detailed description of relevant corporate experience, specialized design and technical competence and experience, including that of all proposed subcontractors, with city or state government and private sector, particularly in projects similar to those discussed in this RFP and summarized in the Scope of Work (SOW) section.

Describe past record of performance, capacity, capability and qualifications to perform the work, including any specialized services, with respect to such factors as control of costs, quality of work and ability to meet schedules on contracts with government agencies or private industry. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of water conveyance, storage, dams, distribution systems, and the other specific City needs as described in the detailed SOW. Offerors must include a short narrative regarding their proximity to or familiarity with the City of Santa Fe.

Past experience and understanding of the City water resources and management requirements, regulatory compliance obligations is also valued.

Include a short narrative the amount of design work if requested that would be produced by a New Mexico business and provide information regarding the volume of work previously done for the City which is not seventy-five percent complete with respect to basic professional design services.

c) Provide a brief resume/bio of all key personnel, including subcontractors, Offeror proposes to use in performance of the scope of work and include key personnel education, work experience, relevant/applicable certifications/licenses, and their experience in the following areas:

- Experience with publicly bid and managed projects, with emphasis on City projects
- Ability to interface with City staff, other public agencies, utility companies, contractors, and the public at large
- Knowledge of the City water supply, storage and distribution, and water system operations
- Knowledge of City regulatory obligations as they pertain to the water system operations and compliance
- Education, Certifications, and Professional contributions

* Key personnel are identified as employees and subcontractors who have essential duties relevant to the Scope of Work.

Evaluation Factor:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's qualifications, experience, expertise and knowledge as demonstrated by previous experiences with the City or similar entities related to on-call engineering projects for water and wastewater and of personnel education, experience and certifications/licenses. Projects will be awarded up to 50 points each. The narrative of corporate experience will be awarded a maximum of 140 points based on thoroughness and relevancy. The experience of assigned personnel as described in resumes/bios will be worth up to 130 points based on individual extent of experience with the various elements of the SOW.

Comments:

Carollo

Carollo presented their experience providing on-call engineering services with municipal entities. The three examples presented were very similar to those expected under this SOW. They align well with the City's needs. Each of the examples focused on municipal water and wastewater systems, all were described

in excellent detail, and all were for customers in the South West region. It is clear this firm's practice and expertise are focused on water and wastewater.

The projects presented showed a great breadth of relevant experience including advanced Water Treatment Plant work, water distribution system and sewer collection system analysis and modeling. The proposal included all of this specification's requested information for each project. Carollo demonstrated with these examples that they are a well-rounded regional firm with considerable direct expertise for municipal projects. The range of projects presented as well as the qualifications of the team provided an excellent presentation of the firm's qualifications. The staff is large and talented with expertise to meet any water or wastewater task.

Carollo's description of corporate experience addresses each of the criteria for this specification. Carollo, as a company, and the key personnel identified, have strong experience with City's distribution system and hydraulic model, and wastewater treatment plant.

The proposal is thorough and clear in conveying their experience and staff resources. The narrative around Carollo's research group was intriguing and suggests strong innovation and unique project opportunities. The firm highlighted their willingness to bring in their expert staff when appropriate from around their company footprint to support City projects. There were no deductions from this section's possible points as all specification were thoroughly met and clearly communicated.

HDR

HDR's proposal presented a very good understanding of the City's water supply and issues. They presented three examples of projects that were described in sufficient detail to demonstrate a range of engineering skills relevant to the SOW and compatible with the City's needs.

The firm presented in a clear manner their experience providing on-call engineering services with municipal entities. HDR's corporate experience is well suited for on-call engineering and addresses the criteria for this specification. However, the proposal showed a limited knowledge of the City's water system operations, storage and distribution. The proposal did not include all of the required information for each project.

HDR's proposal presented a well-qualified team of key staff with a lot of experience in fields relevant to the SOW. The staff is large and talented with expertise for any water or wastewater task. Their proposal is thorough and clear in conveying their experience and staff resources.

Molzen

Molzen's proposal is thorough and clear in conveying the proposer's experience and staff resources providing on-call engineering services to municipal entities.

The firm provided three example projects relevant to the SOW and that reflect broad expertise that aligns well with the City's needs. Each of the projects presented were focused on municipal water and wastewater

systems, and all were for customers in the South West region. These projects demonstrated a good breadth of experience. However, all of the required information was not provided for each project.

Molzen's description of corporate experience addresses each of the criteria for this specification. The qualifications of their team appear to be well-suited for the types of projects expected to meet the City's needs. The team is well-rounded and has sufficient direct expertise for most water or wastewater tasks. However, Molzen has a relatively small staff and given the size, scale and complexity of the work required, the staffing proved to be insufficient.

Wilson

Wilson has previous experience providing on-call engineering services to municipal entities and the proposal is clear in conveying their experience and staff resources, which is large and talented, with expertise for most water or wastewater tasks. The description of relevant corporate experience reflects a well-rounded and a qualified firm with considerable direct expertise required to meet the specifications of this section.

This firm included three projects and although the projects were related to water and wastewater, the projects focused almost entirely on rehab, design, replacement, and extension of water and wastewater distribution lines rather than water and wastewater treatment and other areas emphasized in the SOW. The proposal did not provide all of the required information for each project.

While the example projects reflect strong experience in water distribution system and sewer collection system design and replacement, they do not highlight a broad level of experience that covers several other topics included in the SOW. For example, the following key categories of work experience which were identified in the technical specifications of the RFP for Organizational Experience, were not described or only minimally described in this section of the proposal: water and wastewater treatment and facilities; water quality; recycled wastewater reuse; water supply; water resources management, and; well field operations.

As well, the proposal showed a limited knowledge of the City water and wastewater infrastructure/facilities.

For these reasons, the firm received considerable deductions from the points available for this specification.

Section IV.B.2 Organizational References (120 Total Points)

	Carollo	HDR	Molzen	Wilson
Offeror Points	117.67	115.67	62	38.33

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.
Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX D, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. The business references must submit the Questionnaire directly to the designee identified in APPENDIX D. The business references must not return the completed Questionnaire to the Offeror. It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A Schedule of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factor:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix D). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

Comments:

Carollo

Three references responded and were very favorable toward Carollo with only very minor deductions from top scores. References included water and wastewater on-call services specifically related to the SOW.

All references gave high scores and feedback included predominantly "Excellent" ratings. One specific reference who has several on-call engineers at any given time noted that Carollo is one of their most trusted

on-call firms with endless subject matter experts. The projects represented by the three references are relevant to the City's on-call SOW.

There is a minor deduction of points available based on a comment that one reference made in regard to what they said Carollo lacked.

HDR

Three references responded as required. The projects represented by the three references are relevant to our on-call SOW. References included water and wastewater on-call services. All references provided positive feedback with the majority of the scores being "Excellent."

One reference reflected being a satisfied customer with a few minor issues identified that related to work products and interaction with staff.

One reference noted that the HDR staff can be very busy, making it slightly more difficult to coordinate regular meetings and communication. Additionally, they noted that it can take time to get documents pushed through HDR's legal team.

For these reasons, HDR received minor deductions from the points available for this specification.

Molzen

Only two of the three requested references responded. The projects represented by the references were relevant to the City's on-call SOW. Only minor issues were recognized.

One reference noted that they had not worked with Molzen yet on any technical studies/reports. Otherwise, their feedback and ratings were strong, with predominantly "Excellent" ratings.

The other reference also had positive feedback and ratings, with predominantly "Excellent" ratings. However, they did note that it sometimes took several discussions to get to the essence of a problem.

Clear and quality communication is essential to the to the successful flow of work needed for the size and cost of projects expected under this RFP and points were deduction from the available points for this specification. And, while the references were positive, having provided only two references resulted in a considerable deduction from the available points for this specification.

Wilson

Only one reference responded. The project represented by the reference was relevant to our on-call SOW. The reference did reflect well on Wilson with only minimal room for improvement. They had positive feedback with ratings of predominantly "Excellent."

While the references were positive, having provided only one references resulted in a deduction from the available points for this specification.

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
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Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Section IV.B.3.a-f Mandatory Specifications (280 Total Points)

Mandatory Specifications

	Carollo	HDR	Molzen	Wilson
Offeror Points	276.67	276.67	271.67	273.33

Specifications:

Offeror must:

a. Describe how the Engineering Firm's approach will meet the particular needs of an on-call engineering services contract, with an emphasis on the ability to perform such services in accordance with the attached SOW in a timely and responsive manner.

b. Provide an organization plan for management of the contract and how it can be accomplished using the requested organizational chart that shows the proposed relationships between the key team members and support staffs, including subcontractors, who are expected to participate on projects. The proposal must make clear which key personnel (including subcontractors) are assigned to certain tasks. The proposal must include a description of the overall approach highlighting how aspects of one task feed into other tasks through a project lifecycle.

c. Present in narrative format the Engineering Firm's expertise and program for implementing cost and schedule control measures at all stages of a project to include the Engineering Firm's methods for controlling expenditures for labor hours, other direct costs, and all other costs associated with the SOW and associated with the basic services fee negotiated with the Professional Services Agreement (PSA). Describe the Engineering Firm's cost estimating techniques relative to project management, engineering design, and construction oversight. Describe any project management application software programs used to monitor schedule, work-hour usage, and costs as a means of controlling total expenditures and maintaining schedule. Proposing Engineering Firm must present a past record of performance on selected projects with respect to such factors as estimation of project costs, control of costs, and ability to comply with critical schedules and budgets, and must describe how schedule and cost status will be communicated to the City throughout a project.

d. Describe how Quality Assurance (QA) and Quality Control (QC) will be provided for the project. Identify the individuals that will be involved in QA/QC services and at what milestones they will be provided. If your Engineering Firm has a structured QA/QC Program, describe it briefly and explain how it will be applied to a project. The proposal must highlight how the Offeror's QA/QC program ensures

complete and correct engineering design evaluations, specifications, drawings, cost control any other elements of this RFP SOW. Lastly, describe the quality control procedures the Engineering Firm will use to assure the accuracy and adequacy of the work that you and your subcontractors propose to perform.

e. Provide examples of on-call engineering services the Offeror has provided to the City or entities that are similar in nature specifically related to water resources and engineering applications. Relevant experience in water resources management of conjunctive surface and groundwater supply, distribution of water supply to meet baseload and peak demands, reuse of treated water and water supply and system optimization is required. The Engineering Firm's team shall have provided on-call engineering services for water purveyors that have a system similar to the City's in terms of water supply diversity and distribution system complexity.

f. Describe the Engineering Firm's qualified professional staff and expertise to perform the work and that describe how all professional subcontractors they intend to utilize to perform any work are qualified and possess the expertise to perform the work, including their project references for each demonstration of performance on prior projects. Resumes and biographies of proposed subcontractors must be included with those of the Offeror if known at the time of the Proposal submittal.

Evaluation Factor:

Points will be awarded based on the Engineering Firm's approach to meeting the SOW. The approach should address aspects of the SOW and show how the Offeror can match resources to tasks. Points awarded in this section will be associated with the relevancy and proximity to City of Santa Fe Water Division CIP projects and Strategic Plan.

The Evaluation Committee will be looking for a QA/QC program appropriate for a given task order and related scope, as well as how the Offeror's QA/QC program ensures complete and correct engineering design evaluations, specifications, drawings, cost control any other elements of this RFP SOW.

The Evaluation Committee will consider how key personnel (including subcontractors) are assigned to certain tasks. The Engineering Firm's approach to communicating with the City must be clearly presented and should demonstrate a flexibility to understand and adapt to the City's priorities. A Design task order must result in high quality design drawings and specifications sufficient for construction.

Comments:

Carollo

Carollo described a task-order approach to the RFP matching the City's needs for an on-call contract and important for project management.

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
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Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

The proposal presented a well-described organization plan for management of the contract and how it can be accomplished.

The resumes and biographies presented a well-qualified staff with subject experts having broad expertise relevant to the SOW. However, the proposal provided a limited narrative in this section on items e) Examples of on-call engineering services and f) Describe the engineering firm's qualified professional staff and expertise. Points were deducted from those available for this reason. There is a minor deduction from the available points for this reason. Overall, the team seems very well-suited to the City's anticipated type of projects. There is no mention of subcontractors.

The proposal includes a robust QA/QC program, including an approach that assures that all comments from the client are addressed and a record of their resolution is kept.

Carollo demonstrated they have helpful, practical tools/software to help with items like the QA/QC program, project management, cost and schedule controls and action item/decision tracking. This is reflected in the fact that they have a very low construction change order record of less than 2% of overall construction cost – compared to 4-5% as the industry average.

HDR

HDR presented a significant staff pool from which they can pull subject experts to work on tasks requested relevant to the SOW. The staff team are qualified and well-suited for the type of projects expected. Potential subcontracting firms were provided with related bios.

This firm presents a robust QA/QC program, including an approach that assures that all comments from the client are addressed and a record of their resolution is kept. QA/QC, cost and schedule controls, and an overall management plan.

HDR described a task-order approach to the RFP that matched the City's needs for an on-call contract which is very helpful for project management.

The organization of the proposal for this section was a difficult to follow. For example, multiple project management-related topics were split into separate sections with a seemingly unrelated cost control section in between; there was no designated section for "Organization Plan" and: one figure related to construction cost was on a separate page than the cost-related narrative. And, where providing examples of on-call engineering services, one project example they included was performed by a sub-consultant rather than directly by HDR.

However, the narrative discussion on the construction costs very insightful and detailed.

Molzen

Molzen described a task-order approach to the RFP that matched the City's needs for an on-call contract. The proposal includes a quality QA/QC program, cost and schedule controls, and an overall management plan. Molzen's narrative for this section reflected a lot of experience in New Mexico communities.

The team seems well-suited to the City's type of projects expected within the SOW. While this firm presented a limited staff pool from which they can pull subject experts, the staff is well-experienced. Potential subcontracting firms were provided with related bios.

The proposal had a limited narrative and examples on hydraulic modeling of water systems, which is very important as it is a growing component of the City's water system and is a key element described in the RFP. The insufficient detail resulted in a deduction of points.

Wilson

Wilson presented a qualified staff of subject experts to work on projects related to the SOW. The proposed staff seem well-suited for the City's needed type of projects. Potential subcontracting firms were provided with related bios.

Wilson described a task-order approach to the RFP that matches the City's needs for an on-call contract. The proposal includes a strong QA/QC program, cost and schedule controls, and an overall management plan.

However, example projects described in this section were primarily for small utilities with perhaps less complexity and scale than the City's system. Further, Wilson has limited work experience with the City's water and wastewater systems. For these reasons, deductions from the available points for this specification were applied.

Section IV.B.4 Desirable Specifications (120 Total Points)

Desirable Specifications

	Carollo	HDR	Molzen	Wilson
Offeror Points	116.67	113	120	108

Specifications:

Offerors may:

a. present in a narrative format a description of up to three (3) additional projects similar to the SOW described herein and relevant to the City's needs.

Evaluation Factor:

Points will be awarded based on the number of projects similar to the SOW provided and the relevancy to the City's needs. Each additional project will be awarded a maximum of 40 points.

Comments:

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Carollo

Carollo provided three additional project examples. These examples succeeded in further expanding on the firm's breadth and depth of experience and expertise relevant to the SOW. The projects were described with an appropriate level of detail and included services for wastewater process design and wastewater reuse, a key element in the RFP. However, the overall scale of the projects was hard to determine without cost and project duration information. Based on the description of this specification, this lack of detail resulted in a minor deduction.

HDR

HDR provided three additional project examples, that included an on-call services project for facility planning, wastewater process design, and wastewater reuse, all specifically included in the RFP's SOW. However, while the projects were relevant, details were limited, which made it difficult to fully understand the scope of HDR's roles in the projects. One of project examples described included a limited and vague discussion about tasks that relate to the SOW. Another example was relevant to the scope of work but reflected relatively small, simple tasks. Based on the description of this specification, this lack of detail resulted in a minor deduction.

Molzen

Molzen presented three additional projects with sufficient and clear detail to show relevancy to City's needs. These projects clearly demonstrated their breadth of experience in wastewater process, analysis and reuse, and design work throughout New Mexico. These are key elements in the RFP's SOW.

Molzen received full points having met the full description of this specification.

Wilson

Wilson provided three additional projects, including services for wastewater process design and wastewater reuse, relevant to the City's needs. However, the descriptions were too brief and did not capture the scale of Wilsons involvement.

Two projects included limited narrative about the projects and appeared to be relatively small in scale compared to the City's system.

One project description included a detailed discussion of relevant experience related to wastewater treatment facility design and improvements. However, the overall limited information presented for the projects was insufficient based on the description of this specification.

Section IV.C.1 Financial Stability (Pass or Fail)

Carollo, HDR, Molzen and Wilson each provided the requested financial stability documents and received a PASS for this section.

Section IV.C.2 Performance Surety Bond (Pass or Fail)

Carollo, HDR, Molzen and Wilson each concurred their firm has the ability to secure a Performance Surety Bond in favor of the Department and received a PASS for this section.

Section IV.C.3 Letter of Transmittal (Pass or Fail)

Carollo, HDR, Molzen and Wilson each completed and provided the required Letter of Transmittal and received a PASS for this section.

Section IV.C.4 Campaign Contribution Disclosure Form (Pass or Fail)

Carollo, HDR, Molzen and Wilson each completed and provided the required campaign contribution disclosure form and received a PASS for this section.

Section IV.C.5 Oral Presentation

Oral Presentation

	Carollo	HDR	Molzen	Wilson
Offeror Points	60	60	60	60

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factor:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the

proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. If no Oral Presentations are held, all Offerors will receive the maximum number of total points for this Evaluation Factor.

Comments:

The Evaluation Committee awarded the full 60 points to Carollo, HDR, Molzen and Wilson each as oral presentations were not requested.

Section IV.C.6 Local Preferences (60, 30, 0Total Points)

Local Preferences

	Carollo	HDR	Molzen	Wilson
Offeror Points	0	0	0	0

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.
Local Preference Qualification

1. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

2. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

Evaluation Factor:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Comments:

Not one of the proposers provided the required resident preference certificate. Therefore, neither Carollo, HDR, Molzen or Wilson received the allotted points for either preference.

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

On-call Engineering Services
For Water and Wastewater Processes and Treatment

RFP # 23/61/P Evaluation Summary

	Carollo	HDR	Molzen	Wilson
Section IV.B.1.a Organizational Experience (420 Points)	420	416.67	413.33	387.67
Section IV.B.2 Organizational References (120 Points)	117.67	115.67	62	38.33
Section IV.B.3 Mandatory Specifications (280 Points)	276.67	276.67	271.67	273.33
Section IV.B.4 Desirable Specifications (120 Points)	116.67	113	120	108
Section IV.C.5 Oral Presentation (60 Points)	60	60	60	60
Section IV.C.6 Local Preferences (0, 30, 60 points)	0	0	0	0
TOTAL POINTS AWARDED	**991.01**	**982.01**	**927**	**867.33**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the **On-call Engineering Services For Water and Wastewater Processes and Treatment, RFP# 23/61/P**, to Carollo.

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

Committee Signature Approval

John Del Mar
John Del Mar (Jul 12, 2023 16:55 MDT)

John Del Mar
Evaluation Committee Member

Jul 12, 2023
Date

P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Jul 13, 2023 06:50 MDT)

Fred Heerbrandt
Evaluation Committee Member

Jul 13, 2023
Date

Taylor Jurgens
Taylor Jurgens (Jul 13, 2023 07:56 MDT)

Taylor Jurgens
Evaluation Committee Member

Jul 13, 2023
Date

Jonna Leigh Stack
Jonna Leigh Stack (Jul 13, 2023 08:19 MDT)

Jonna Leigh Stack
Procurement Manager

Jul 13, 2023
Date

Finance Director Signature Approval

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe

Jul 13, 2023
Date

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water / CIP	7/13/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	5050395	572960	WTR190501	3,249,375	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 3,249,375	$ -

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

Increase from Water Enterprise Cash Balance for FY 2024

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,249,375)
TOTAL:	**(3,249,375)**

Maya Martinez 7/13/2023
Prepared By {print name} Date

Division Director Signature {optional} Date

John Dennis (Jul 18, 2023 12:53 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
Andy Hopkins (Jul 18, 2023 15:04 MDT) Jul 18, 2023
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

City of Santa Fe, New Mexico
Memorandum

DATE: July 17, 2023

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director JD
Jesse Roach, Santa Fe Water Division Director JR

FROM: John Del Mar, Engineer Supervisor JDM
Jonna Leigh Stack, Project Administrator JLS JLS

ITEM AND ISSUE:

Santa Fe Water Division Request for Approval of the four-year on-call engineering services Professional Services Agreement with Carollo for Capital Improvements Program (CIP) projects in the amount of $3,249,375; Request for Approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $3,249,375. Jonna Leigh Stack, jlstack@santafenm.gov, 505-955-4206

BACKGROUND AND SUMMARY:

The Santa Fe Water Division (WD) solicited proposals through a competitive bid process for an engineering firm to assist the WD with dam engineering and safety, geotechnical engineering, and with other engineering expertise to assist the WD in meeting CIP goals. Carollo was among four engineering firms responding to the posted Request for Proposals The WD reviewed Carollo's proposal and determined they met all of the WD's needs.

The WD has over $100 million worth of CIP projects planned over the next five years. This level of expenditure is considerably higher than previous five-year periods due to several large projects including rehabilitation of our two watershed reservoir dams, and design and construction of the San Juan Chama Return Project Pipeline. Support from on-call engineering firms has been critical to the success of the WD and will be especially critical over the proposed contract term. On-call engineering firms provide important expertise and support and Carollo's work would include the following.

- Water and wastewater treatment processes analysis and engineering
- Recycled wastewater reuse
- Water quality technical evaluations
- Water and wastewater treatment systems, processes and improvements
- Construction management and inspection for water and sanitary sewer lines
- Engineering design and critical third-party review throughout CIP project lifecycles
- General utility management and engineering support
- Construction and project management

Carollo will perform professional engineering services on an as-needed, task-order driven basis as directed and managed by a City Utility Department representative.

PROCUREMENT METHOD:

RFP 23/61/P, On-call Engineering Services for Water and Wastewater Processes and Treatment

CONTRACT NUMBER:

Munis contract number is 3204172.

FUNDING SOURCE:

Fund Name/Number: On call engineering PL# WTR1950501
Munis Org Name/Number: 5050395
Munis Object Name/Number: 572960

ACTION REQUESTED:

The Public Utilities Department respectfully requests your review and approval of the PSA with Carollo for on-call engineering technical services in the amount of $3,249,375 and approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $3,249,375.

Signature: Jonna Leigh Stack

Email: jlstack@ci.santa-fe.nm.us

Signature: John Del Mar

Email: jpdelmar@santafenm.gov

GB 550 CAROLLO OC

Interim Agreement Report 2023-07-19

Created:	2023-07-18
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAwV1FeTUwtPEMudTjZzODWXFmKbT9Dico

Agreement History

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

"GB 550 CAROLLO OC" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-07-18 - 8:56:17 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-07-18 - 8:59:59 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-07-18 - 9:03:50 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-07-18 - 9:04:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-07-18 - 9:04:30 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-07-18 - 9:31:52 PM GMT- IP address: 63.232.20.2

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GB 550 CAROLLO OC (1)

Final Audit Report 2023-07-20

Created:	2023-07-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoDilgoHOsNhLCl5flN8bDUe1ohMnJ-gZ

"GB 550 CAROLLO OC (1)" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-07-19 - 11:00:28 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2023-07-19 - 11:02:42 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-07-19 - 11:03:52 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2023-07-20 - 3:09:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-07-20 - 3:09:58 PM GMT

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3204172 Carollo Contract Amendment 1 Memo

Interim Agreement Report 2025-06-05

Created:	2025-06-05
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Draft
Transaction ID:	CBJCHBCAABAAdxftrbunE2txz1f6SiAhRob5ffSqSjf1

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.

"3204172 Carollo Contract Amendment 1 Memo" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)

2025-06-05 - 5:13:35 PM GMT- IP address: 63.232.20.2

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CITY OF SANTA FE

The Purchasing Memo

Date: July 15, 2025

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

From: P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: ITB 25159 On-Call Equipment Replacement Construction Contract FY26

Vendor Name: AAC Construction LLC

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a construction contract in the total amount of $2,163,750 per year for a total of $8,655,000 including NMGRT over the four-year term for On-Call Construction Services with AAC Construction, LLC.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260003

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Equipment Replacement, Repair, and Installation services 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.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 07/24/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB 25159 – On Call Equipment Replacement, Repair, and Installation Services, three awards.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/24/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Certificate of Liability Insurance (COI)
Construction Contract
Bar
Bid Tap

Item #: _____
Munis Contract #3260003
ITB #: 25159

CITY OF SANTA FE

CONSTRUCTION CONTRACT

ON-CALL EQUIPMENT REPLACEMENT CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AAC Construction, LLC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

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 City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Equipment Replacement, Repair, and Installation services 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 pumping facilities.

The Division 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.

The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

The City of Santa Fe Wastewater Management Division shall be able to utilize this On-Call Contract as needed and as funding is available.

Term:
The term of this Price Agreement shall be for four (4) years from date of award. This Price Agreement shall not exceed four (4) years.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with City and State laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.
This Price Agreement is not intended to create a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable City and State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.
A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us . The Division will request a wage rate determination from the DWS for each project that is $60,000 or more.
When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

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 the Division. 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.

Other:
All work shall be 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).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including Sheet Metal and Air Conditioning Contractor's National Association(SMACNA), and the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) standards.

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, but not be limited to, 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, piping, pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

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 the Division. 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.

The requesting entity reserves the right to purchase materials or specialty services 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. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

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.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division 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 the Division feel it is in its best interest to provide these extraordinary security services.

The Division 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 Price Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless

the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in NMSA 1978, §60-13-12.

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 Division 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 of the Division in connection with the performance of the work covered by this price 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 Price 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 follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall have prior approval by the Division. 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 Price 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.

Furnishing of submittal data for any/all new equipment and materials as well as Operation & Maintenance Manuals' 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.

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 the Division to not interfere with the daily operations of the Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Division.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Division'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.
B. 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 the Division's satisfaction.
C. 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.
D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Equipment Replacement, Repair, and Installation Services for any number of the activities listed under the Scope of Work upon the request of the Division. When a service is identified, the Division 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 the User Agency. 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 Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division'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 Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor’s CID licenses) and cost summary to include the work to be performed, sub-contractors costs and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. 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. The Division'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.

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 the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to

Proceed. Such measures may include, but are not limited to, 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.

Other Construction Related Terms and Conditions:

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.)

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services 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 Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Division during the term of performance of the Work and for as long thereafter as required.

C. The Division 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. The Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.

D. If the Division 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.

E. If any part of the services does not conform with the requirements, the Division 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, the Division may:

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

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

F. 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, the Division may:

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

(2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE REQUESTING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division 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 Contract Price.

Permits and Fees:

A. 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.
B. 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.
C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Division 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 requesting entity as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Division'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.
B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Division.
C. 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.
D. 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. The Division may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment-type, source, units of work done, location of work, hour meter reading;
5. material brought to site-description, units, quantity, quality, location, time;
6. visitors to site -name, company, time;
7. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division 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 Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

Work associated with Punch List(s);

a. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
b. 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 the Division;
c. as-Built drawings delivered in AutoCAD or electronic format;
d. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
e. delivery of all warranties required by the Work;
f. 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;
g. Start-up of any new equipment and training of staff on all new equipment;
h. Operations and Maintenance Manuals;
i. a certified statement of Release of Liens (American Institute of Architects AlA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price 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 the Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid Information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 016 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

2. **Compensation**

A. The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed two million dollars ($2,163,750.00) per fiscal year, including NMGRT, for a total of four million dollars ($8,655,000.00) for the four (4) year term of this Contract. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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 the 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 Task Order is approved 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 approval of the Task Order. 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. Approval of a task order 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 Task Order; 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 Task Order, 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 Task Order.

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. <u>Amendment</u>

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. <u>Change Orders</u>

A. Changes. The Contractor may only make changes or revisions within the Task Order as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the Project Manager, P. Fred Heerbrandt, P.E., or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Task Order as described above, a Change Request shall be submitted that meets the following criteria:

1) The Contractor shall draft a written Change Request for review and approval by the Project Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and

(f) the impact of the change.

2. The Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the **ITB #25159 – On-Call Equipment Replacement Construction Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. 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.

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: P. Fred Heerbrandt, P.E.
pfheerbrandt@santafenm.gov
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
Andrew Sisneros
AAC Construction, LLC.
18 La Luna Rd.
Santa Fe, NM 87507

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 Task Order 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 Task Order 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. 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:

Andrew Sisneros (Jul 10, 2025 14:55 MDT)

Andrew Sisneros, Managing Member

DATE: 07/10/2025

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 10, 2025 14:56 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000		
1	1	HR	Superintendent - Regular Hourly Rate	$ 225.50	
2	1	HR	Superintendant - Overtime Hourly Rate	$ 338.25	
3	1	HR	Journeyman or Experienced Worker - Regular Hourly Rate	$ 155.50	
4	1	HR	Journeyman or Experienced Worker - Overtime Hourly Rate	$ 232.00	
5	1	HR	Laborer - Regular Hourly Rate	$ 100.00	
6	1	HR	Laborer - Overtime Hourly Rate	$ 150.00	
			Wage Rates for Projects Over $60,000		
7	1	HR	Superintendent - Regular Hourly Rate	$ 240.00	
8	1	HR	Superintendant - Overtime Hourly Rate	$ 360.00	
9	1	HR	Journeyman or Experienced Worker - Regular Hourly Rate	$ 145.00	
10	1	HR	Journeyman or Experienced Worker - Overtime Hourly Rate	$ 217.00	
11	1	HR	Laborer - Regular Hourly Rate	$ 110.00	
12	1	HR	Laborer - Overtime Hourly Rate	$ 165.00	
			Misc. Rates		
13	1	Disc.	Discount off all materials. Enter zero if no discount is offered	$ 0	
14	1	Daily	Temporary Site office trailer, rental rate	$ 155.00	
15	1	Daily	Temporary fencing, rental rate	$ 75.00	
16	1	Dialy	Sanitary/toilet facilities, rental rates	$ 65.00	

From: DUTTON-LEYDA, TRAVIS K.
To: GABALDON, RACHEL D.; HEERBRANDT, PAUL F.; MACALLISTER, LINDA M. (Contractor)
Subject: Fw: Contract Review Request Form - Denise Gabaldon
Date: Thursday, December 12, 2024 10:54:22 AM

Fred, please see below. Do you want to argue this or do you want to move forward with a construction ITB?

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, December 12, 2024 10:47 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: Re: Contract Review Request Form - Denise Gabaldon

Dear Travis:

I point to the scope of work:

The Contractor shall perform On-Call Equipment Replacement, Repair, and Installation services to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and materials for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

The Division 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 completing the work.

Contractors shall have the technical staff to perform diagnostic services and provide the correct agencies

with professionally prepared, stamped drawings in order to obtain installation or construction permits when needed. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

Further, the definition of construction is quite broad in the procurement code:

A. "Construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any:

...

(6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;

(7) sewage, water, gas or other pipeline;

...

(10) water, oil or other storage tank;

...

(12) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners;

NMSA 1978, sec. 13-1-40.

The services in the scope of work clearly fall into the definition of construction under the code.

Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, December 12, 2024 10:30 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Marcos, more and more I'm thinking this should be general services. The awarded vendors are just going to be replacing existing equipment and won't modify the buildings in any way.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Tuesday, December 10, 2024 2:19 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Forwarding this for review! Per Amy's email below, Marcos thinks this should be a construction contract.

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Monday, December 9, 2024 2:19 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Hey Travis,

One more thing to look at when you have a chance! This is the contract that will go with the On-Call Equipment replacement, repair and installation, it was originally determined to be General Services but Marcos is strongly leaning towards this being a construction contract. Can you review?

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, December 4, 2024 9:30 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Denise,

We do need Travis to look at this again for the determination. Marcos is still questioning the classification of “construction” (see his comments). Is there anyone who makes determinations while Travis is out? Or we may want to wait for him to return. Unless you heard back from him before he left last week.

Let’s stay in touch and sorry I don’t have a definitive answer.

Thanks!
Amy

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, December 2, 2024 10:38 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Thank you!

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Monday, December 2, 2024 10:35 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good morning! I will follow up on this one too.

Thank you!

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, November 25, 2024 2:08 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good afternoon Amy,

I have attached the ITB contract for On-call equipment replacements with answers/comments from the department.
About it being a construction contract, the department has specified that this contract is to buy and install the equipment so there are construction components but it is not solely for construction. Travis has not commented on it in Teams yet.

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Friday, November 22, 2024 3:55 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Thank you, I will double check with Travis and let the department know!

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Friday, November 22, 2024 3:09 PM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Hi Denise! I just got this back from Marcos and his biggest concern is this seems like a construction contract. Can you confirm with Travis this is correct and reply to the other comments as well.

Thank you,
Amy

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Thursday, November 21, 2024 3:06 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Hello Amy!

Any word from Marcos on this?

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:21 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

You too, thank you!

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:20 AM

To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Awesome, thank you!

Have a good day,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:19 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Morning! It is with Marcos for review. Let me follow up with him today about it.

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:10 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Good morning Amy,

I hope all is well! Can I get an update on the review of this contract for an ITB when you get a chance?

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Thursday, November 14, 2024 9:20 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good morning Amy,

I have attached the dept's edits.

Have a good day

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 13, 2024 11:49 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Morning Denise!

In beginning the review of this ITB, I noticed the SOW includes much more than the scope of work.

Can you remove all of the details in the SOW that aren't actually part of it. For example, compensation, term, insurance requirements as all of these are already in the body of the template. If there are details in each of those paragraphs that the department wants to edit from the template, please make the redlines in the actual paragraphs, not in the SOW.

Also, all of the ITB language that talks about the bidder, etc, should not also be in the SOW.

Please update and reply here with an updated version of the ITB with the directives above in mind.

Thank you much,
Amy

From: Jotform <noreply@jotform.com>
Sent: Thursday, November 7, 2024 9:10 AM
To: KENNY, JULIE C. <jckenny@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: Re: Contract Review Request Form - Denise Gabaldon

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

Contract Review Request Form

Vendor/Contractor Name	ITB 25066 On-Call Equip Repair & Installation
Your Name	Denise Gabaldon
Your Email	rdgabaldon@santafenm.gov
Your Phone Number	(505) 231-5003
City Department/Division	Finance

If this is a contract to procure goods or services, what is the procurement method?	Invitation to Bid (ITB)
Upload Purchasing Determination and Exhibits mentioned in the Contract or Amendment.	RE_ On-Call Equipment Replacement, Repair, and Installation Services (1).PDF Horizons Of New Mexico List (1).pdf
Is the Department proposing to use a City contract form, an external contract form, or is the Department requesting a custom contract or amendment?	City Contract Form
Please upload draft contract in Word. If this is an amendment, please also upload a pdf of the original approved contract and previous amendments if applicable.	GS Contract On-Call Equip Replace DG 11 6 24_3202.docx
The full name of the Vendor/Contractor's signatory. This will be added to the signature page.	Uknown
The Vendor/Contractor signatory's title.	Unknown
Are there special requests, or is this an emergency, such that a delay could harm the City's employees, the public, City property, or City finances?	Good morning, this is for an ITB so there is not any vendor information just yet. Thank you!

You can edit this submission and view all your submissions easily.

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	7/10/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 2,163,750	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,163,750	$ -

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

To increase account 572970 for AAC. Please see memo for detail and please add **AAC 3260003** for posting of BAR (FY26)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,163,750)
TOTAL:	**(2,163,750)**

Linda MacAllister 7/10/2025
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 #:

Andy Hopkins 07/24/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/08/2025

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

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

PRODUCER
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109

CONTACT NAME: Isai Gomez
PHONE (A/C, No, Ext): 602-374-1341 **FAX (A/C, No):**
E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X PD Ded:1,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	1000111796	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	93890110	01/01/2025	01/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe 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.

CITY OF SANTA FE

The Purchasing Memo

Date: August 14, 2025

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

From: Joshua Chander, Contract Administrator

Via: Eric Candelaria, ITT Department Director EC

Subject: Leasing Equipment

Vendor Name: Document Solutions, Inc

Munis Vendor Number: 1953

ITEM AND ISSUE:

Request for Approval of Exhibit A to Master Lease Agreement with Document Solutions, Inc to Lease Equipment in the Total Amount of $861,630.60 through June 30th, 2026. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3260135.

BACKGROUND AND SUMMARY:

Document Solutions, Inc. is offering a comprehensive copier and printer leasing service to the City of Santa Fe. The company is providing 66 multifunction devices, primarily Konica Minolta (KM) Bizhub models and some Brother scanners, to be deployed across various city departments and facilities. The lease term is 60 months with monthly payments of $14,360.51, totaling $861,630.60 over the full term. These devices will be installed at locations ranging from City Hall and police stations to fire stations, water treatment plants, and recreational facilities throughout Santa Fe. The equipment includes various models such as the C551i, C451i, C361i, and C251i copiers, along with Brother ADS-4300N scanners.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Print and Publishing/ 561800

Budget Officer / Designee: Andy Hopkins **Date:** 08/15/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

New Mexico Statewide Price Agreement # 30-00000-23-00038AD

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/18/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria Eric Candelaria (Aug 14, 2025 14:40:53 MDT) **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:

Exhibit A to Master Lease Agreement

New Mexico Statewide Price Agreement #30-00000-23-00038AD

Certificate of Insurance

W9

Approved for use by New Mexico State Agencies and Local Public Bodies
Exhibit A to Master Lease Agreement

Master Lease Agreement Number: 30-00000-23-00038AD
Schedule Number:

State and Local Government Master Lease Purchase Agreement
SCHEDULE

Document Solutions, Inc. ("Lessor") and _ST/ NM City of Santa Fe__ (Lessee") are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement Number specified above (the Master Lease Agreement). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provisions of the Schedule is a "True Lease" with an option to purchase equipment at fair market value and is not an installment or financing lease agreement.

1. **Lease.**

   A. **Description of Items of Lease Equipment – See Schedule A for Asset and Associated Location List.**

   B. **Term: 60** Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs)

   C. **Lease:** $14,360.51 per month [Equipment plus additional accessories or software]

   D. **Total:** $861,630.60 [Monthly lease multiplied by the Term]

2. **Rent_____.**

3. Pricing Expiration Date: 9/01/2025 Lessor's obligation to purchase and lease the equipment is subject to the Acceptance Date being on or before pricing Expiration Date

4. Equipment Location: See Schedule A

5. Seller: Document Solutions Inc.

6. Additional Provisions: All Units will be added or replace legacy units on the Master Service & Supply Agreement

7. Fiscal Period: (Annual) July 1, 2025 – June 30, 2026

The following information shall be supplied to the Purchasing Office by the user department after receipt of the Equipment:

1. Acceptance Date:_____, [the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment]
2. Lease Agreement Expiration Date:_____Lessor's obligation to lease the Equipment is subject to the Acceptance
1. Equipment Serial Number(s): Please See Page # 4 for machine list.

Make_____ Model Number_____ Serial Number
Make_____ Model Number_____ Serial Number
Make _____ Model Number_____ Serial Number
Make_____ Model Number_____ Serial Number
Make_____ Model Number_____ Serial Number

Lessor agrees to Lease and Lessee agrees from Lessor the Equipment described in Section I.A above. Such Lease will be covered by the Master Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this Schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

Lessee: Eric Candelaria
Eric Candelaria (Aug 14, 2025 10:25:19 MDT)

By: Eric Candelaria

ITT Department Director
(Name and Title)

Date: 8/14/25

Lessor: Jocelyn Gorman

By: Jocelyn Gorman

DSI President
(Name and Title)

Date: 8/14/25

SCHEDULE A:

Location/ Department	Make/ Model
Canyon Road Water Treatment Plant	KM Bizhub C451i
City Hall - Finance Hallway - 1st Floor	KM Bizhub C551i
PD- 2nd Floor Chiefs Office / Lobby	KM Bizhub C551i
PD- Investigation Hall	KM Bizhub C551i
PD - Sergeant's Area - 1st Floor	KM Bizhub C361i
PD - Front Reception	KM Bizhub C361i
PD - Lobby - 2nd Floor	KM Bizhub C361i
PD - Patrol Bay 3 - 1st Floor	KM Bizhub C451i
PD - DUI Hallway - 1st	KM Bizhub C361i
City Hall - Accounts Receivable	KM Bizhub C361i
Water Division - Admin Dept - Upstairs	KM Bizhub C361i
Water Division - Accounting	KM Bizhub C361i
PD - Basement - Main	KM Bizhub C361i
City Hall / 2nd Floor / Budget Dept.	KM Bizhub C361i
Water Division - T & D Building	KM Bizhub C361i
Transit - Maintenance Shop - Vinnie's Office	KM Bizhub C4051i
City Hall - Geralyn Cardena's Desk	Brother ADS-4300N
Records Management - Christina Montoya's Desk	Brother ADS-4300N
Tourism - Main Hallway - Shirley Spencer Rm 126	KM Bizhub C551i
City Hall - 2nd Floor / HR / Copy Room	KM Bizhub C451i
Water Treatment Plant - Admin Building Front	KM Bizhub C451i
Siler Rd - Bldg A - Environmental Ste 102	KM Bizhub C451i
City Hall Land and Use/ Break Room (Near Rm 31)	KM Bizhub C451i
City Hall - 2nd Floor/ HR / Copy Room	KM Bizhub C451i
Fire Station 5 - Front	KM Bizhub C361i
GCCC - Admin Front Desk	KM Bizhub C451i
City Hall Land and Use/ Copy Room	KM Bizhub C361i
Parking Dept.	KM Bizhub C361i
490 Bishops Lodge | Ft. Marcy Rec Center - Hallway Behind Front Desk	KM Bizhub C451i
Fleet Management Attn: Bernadette Romero	KM Bizhub C451i
Fire Station 1	KM Bizhub C361i
Siringo - Facilities Front Desk	KM Bizhub C451i
GCCC - Admin #2	KM Bizhub C451i
City Hall - 2nd Floor - In front of Finance Admin in Hallway	KM Bizhub C361i
Public Works - Bldg A - Streets Dept	KM Bizhub C361i
City Hall Mayor's Office Rm 101	KM Bizhub C361i

Location/ Department (continued)	Make/ Model
City Hall - 2nd Floor - City Clerk - Suite 215	KM Bizhub C451i
City Hall City Inspections Basement	KM Bizhub C361i
Airport	KM Bizhub C361i
Siler Road / Front Office Area	KM Bizhub C451i
Tourism - Community Gallery/Arts - Rm 198	KM Bizhub C451i
City Hall / City Attorney - Rm 212	KM Bizhub C451i
City Hall Land Use - Permit Counter	KM Bizhub 4051i
City Hall Land and Use Permit Counter	KM Bizhub 4051i
City Hall GIS Dept 2nd Floor	KM Bizhub C361i
Water Treatment Plant - Collection Room 4	KM Bizhub C361i
Siringo - Bldg D Back Corner David Kulb	KM Bizhub C451i
City Hall / City Attorney - Rm 209 Irene Romero	KM Bizhub C251i
Water Treatment Plant - Engineering Bldg - Copy Room	KM Bizhub C361i
Market Street Metropolitan Planning	KM Bizhub C361i
Golf Course - Admin Bldg	KM Bizhub C251i
GCCC - Rm 227 - Staff	KM Bizhub C251i
Parks and Recreation - Antonio C Roybal Bldg - Ste 104	KM Bizhub C451i
Fire Station 3A - Sandra Munoz	KM Bizhub C251i
Finance first Floor - Purchasing Room 120	KM Bizhub C361i
GCCC - Front Desk	KM Bizhub 4051i
Parking - Market Street - PW Bobbi	KM Bizhub C251i
Siringo - Bldg D - Facilites	KM Bizhub C451i
Arts & Culture Gallery	KM Bizhub C251i
GCCC - Skate Rental	KM Bizhub 4051i
Tourism - Gallery Plaza - 66 E. San Francisco #3	KM Bizhub 4051i
Water Treatment Plant - Supply Office	KM Bizhub C251i
Tourism - Gallery	KM Bizhub 4051i
St. Michaels - Building 2 - Santa Fe Art Institute	KM Bizhub 4051i
Parks & Rec / Siler Rd., Bldg. A	KM Bizhub C361i
Maintenance Building - Conference Room	KM Bizhub C361i
Siringo - Bldg D Front Conter	KM Bizhub 4051i
Fire Station 3A - Community Room	KM Bizhub 4051i
Fire Station #7	KM Bizhub 4051i
Traffic Dept - Bldg A - Room 106D	KM Bizhub C251i
Fire Station 7 - Community Room	KM Bizhub 4051i
GCCC - Pool - Office	KM Bizhub 4051i
GCCC - Ice Arena Tech Office	KM Bizhub 4751i
City of Santa Fe Santa Fe	57 PaperCut Licenses

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

ALAN WEBBER, CITY MAYOR

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000007805
Konica Minolda Business Solutions USA
3800 Rutledge Rd. NE., Ste B
Albuquerque, NM 87109

Contact: Nitzia Payne
Email: npayne@kmbs.konicaminolta.us
Telephone No.: (703) 637-1540

Price Agreement Number: **30-00000-23-00038AD**

Payment Terms: **See Contract**

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

tam

Procurement Specialist: **Theresa Mendibles**

Telephone No.: **(505) 795-1894**

Email: **Theresa.mendibles@gsd.nm.gov**

Title: **MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS**

Term: **September 27, 2024 thru July 31, 2026**

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

NASPO ValuePoint: https://www.naspovaluepoint.org/portfolio/multi-function-devices-and-related-software-services-and-cloud-solutions/konica-minolta-business-solutions-usa-inc/

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NASPO ValuePoint

PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: **187962**

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS USA INC.**

Participating Entity: **STATE OF NEW MEXICO**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Nitzia Payne
Address:	100 Williams Drive, Ramsey, NJ 07446
Telephone:	703-637-1540
Email:	npayne@kmbs.konicaminolta.us

Participating Entity

Name:	NM State Purchasing Division
Address:	1100 St. Francis, Santa Fe, NM 87502
Telephone:	(505) 795-1894
Email:	Theresa.mendibles@gsd.nm.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[_] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. **Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE: NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. **Retainage:**
Reserved

7. **Performance Bond:**
Reserved

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8. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the New Mexico State Purchasing Agent and end on July 31, 2026. The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 5 (five) years.

9. **Termination:**
   a) Grounds. The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

   b) Notice; Participating State Opportunity to Cure.
   (1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   (2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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 provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

   c) Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State'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 PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

10. **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 Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State 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.

11. **Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State 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

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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.

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 any way 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 Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State'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 Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating 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 Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating 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 Participating 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 Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State'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 Participating State.

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c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State 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 Clause 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 Clause 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 Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

13. Amendment:

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

b) If the Participating State 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 the Terminations Clause of this Agreement, 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 violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including 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. Workers Compensation: The Contractor agrees to comply with the Participating State's 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 Participating State.

18. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance

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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.

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 Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

20. **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.

21. **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.

22. **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 Participating State.

23. **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 Participating State:

Name:	Dorothy Mendonca, State Purchasing Agent State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	Dorothy.Mendonca@gsd.nm.gov

To the Contractor:

Name:	Konica Minolta Business Solutions USA, Inc.
Address:	100 Williams Drive, Ramsey, NJ 07446
Telephone:	703-637-1540
Contact:	Nitzia Payne
Email:	npayne@kmbs.konicaminolta.us

24. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

25. **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.

26. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico 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 Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

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

28. **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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, 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 Participating State exceed $250,000.
    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 Participating State.
    c) Contractor agrees to advise all employees of the availability of Participating State's 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/.

29. **Indemnification:** The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities

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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, 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 Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

30. **Default and Force Majeure:** The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, 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 Participating State and/or the Purchasing Entity 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 Participating 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 Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State 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.

31. **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 Participating State.

32. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. 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 Participating State.

33. **Inspection of Plant:** The Participating State 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.

34. **Commercial Warranty:** The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

35. **Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

36. **Release:** Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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37. **Confidentiality:** Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State 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 Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

38. **Contractor Personnel:**
    a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

    Nitzia Payne, State Contract Specialist; npayne@kmbs.konicaminolta.us

    Steve Langdon, Government Account Manager; slangdon@kmbs.konicaminolta.us

    b) Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement 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 the Participating State's approval. The Participating State, 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 Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

39. **Incorporation by Reference and Precedence:** 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) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

40. **Inspection:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods 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.

41. **Inspection of Services:** If this Agreement is for the purchase of Services, the following terms shall apply.
    a) Services, as used in this Clause, 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 Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

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c) The Participating State 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 Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

d) If the Participating State 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.

e) If any part of the services do not conform with the requirements of this Agreement, the Participating State 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 Participating State 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.

f) 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 Participating State may:

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

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

42. Insurance: If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), including the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

a) Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

b) Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

(1) Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

(2) Property damage or combined single limit coverage: $1,000,000.

(3) Automobile liability (including non-owned automobile coverage): $1,000,000.

(4) Umbrella: $1,000,000.

c) Contractor shall maintain the above insurance for the term of this Agreement and include the State of New Mexico, General Services Department or other party to this Agreement 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. Konica Minolta agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the policies be cancelled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Konica Minolta's insurance broker(s).

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43. **Arbitration:** Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq*.

44. **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 30
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/

45. **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 **30-00000-23-00038AD** 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

46. **Lease Agreements:**
Please see Attachment A for New Mexico Master Lease Agreement, Exhibit A to Master Lease Agreement, and New Mexico Authorized Dealer List.

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47. **Subcontractors:** All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

48. Lease and Rental Agreements: ***Reserved***

49. **Authorized Dealers:** All Contractors and resellers authorized in the State of New Mexico, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

50. **Orders**: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

    All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187962 & State Contract #**30-00000-23-0003**8AD (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

51. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

    Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices,

    Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

    Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

    The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

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52. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:

    i) Interactive White boards;
    ii) Computers, monitors, or other related items;
    iii) Fax machines;
    iv) Overhead Projectors; and
    v) Cameras.

    NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

53. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

    a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
    b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
    c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

54. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have

    the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

55. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

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56. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Agreement as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico – State Purchasing Division	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature: Dorothy Mendonca This has been signed on behalf of the State Purchasing Agent.	Signature: Kristin McKenna
Name: Dorothy Mendonca	Name: Kristen McKenna
Title: State Purchasing Agent/Division Director	Title: Director, Government Contracts
Date: 9/30/2024	Date: 9/30/2024

[Additional signatures may be added if required by the Participating Entity]

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

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Lease Agreement Instructions

If an agency or local public body is utilizing one of the State Purchasing Division's (SPD) Statewide Price Agreements as a vehicle to lease equipment, the State Purchasing Agent (SPA) and the applicable vendor must sign the Master Lease Agreement. A notation will then be made on the Internet posting of the applicable Statewide Price Agreement that an approved and signed Master Lease Agreement with the vendor has been filed.

The SPA and the vendor also sign the Offeror's Acknowledgment document if an assignment of the lease to a third party is to occur. The agency/local public body and the vendor sign the "Lease Schedule" with reference given to the previously signed and filed Master Lease Agreement.

Example: If SPD went out to bid for a one-time lease of equipment on behalf of an agency, award of the contract by SPD would be contingent upon signing of the Master Lease Agreement and Lease Schedule by the parties to the contract, the user agency and the vendor. A copy of both signed documents would be added to the applicable procurement file.

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MASTER LEASE AGREEMENT

APPROVED FOR USE BY NEW MEXICO STATE AGENCIES AND LOCAL PUBLIC BODIES

THE PURPOSE OF THIS MASTER AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR, KONICA MINOLTA BUSINESS SOLUTIONS USA INC.. WHEN LEASE REFERS TO SOFTWARE LICENSED TO LESSEE IT SHALL BE UNDERSTOOD THAT SAID SOFTWARE SHALL CONTINUE TO BE OWNED BY LICENSOR AS MAY BE SET FORTH IN ANY APPLICABLE AND ATTACHED SOFTWARE LICENSE AGREEMENT. LESSEE AND LESSOR ARE SOMETIMES REFERRED TO IN THIS AGREEMENT INDIVIDUALLY AS A "PARTY" AND COLLECTIVELY AS THE "PARTIES".

This lease agreement is entered into by and between:

The LESSOR KONICA MINOLTA BUSINESS SOLUTIONS USA INC.
with its principal address at: 100 Williams Drive
Ramsey, NJ 07446

and

The LESSEE State of New Mexico
with its principal address at 1100 St. Francis Drive, Suite 2016, Santa Fe, NM 87502. This lease agreement is made and entered into within THE STATE OF NEW MEXICO where said leased Equipment shall be located and it shall become effective on: September 27, 2024.

LESSOR AND LESSEE AGREE THAT ANY LEASE ENTERED INTO UNDER THE PROVISIONS OF THIS MASTER LEASE AGREEMENT IS A "TRUE LEASE" WITH AN OPTION TO PURCHASE EQUIPMENT AT FAIR MARKET VALUE, AND IS NOT AN INSTALLMENT OR FINANCING AGREEMENT.

1. **COMMENCEMENT PROCEDURES: Subject to other terms and conditions contained in this Master Agreement and the applicable Schedule(s) as may be attached hereto and made a part of this Master Agreement, Lessee shall enter into individual Leases (hereafter defined) with Lessor as follows:**
   - **(a) Execution of Schedule. Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the Form of Exhibit A (the "Schedule") with such changes as Lessor and Lessee shall have agreed to as conclusively evidenced by their execution thereof. Each such Schedule shall specifically identify (by serial number or other identifying characteristics) the items of Equipment to be leased under such Schedule (other than items of system Software, which shall be deemed to be items of Software leased under the Schedule pursuant to which the related items of Equipment are leased). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Agreement and which is, enforceable according to its terms. In the event of any conflict between the terms of this Master Agreement and such Schedule, the provisions of the Master Lease Agreement shall govern.**
   - **(b) Acceptance; Initial Term of Lease(s). Lessee shall accept the Equipment subject to a Lease in accordance with Section 2. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment and shall continue for the period described in the applicable Schedule unless a Non-appropriation or other**

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Cancellation provision shall have occurred. PURSUANT TO SECTION 13-1-150, NMSA 1978, The parties hereto agree that a multi-term contract (LEASE), in an amount under twenty-five thousand dollars ($25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract (LEASE) and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting (LEASING). If the amount of the contract is twenty-five thousand dollars ($25,000) or more, the term shall not exceed eight years, including all extensions and renewals.

2. **SELECTION; ACCEPTANCE OF EQUIPMENT. Lessee acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor and that the Manufacturer/Supplier is not an agent of Lessor. Lessee further acknowledges either (a) that Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement ("Purchase Document"), covering the Equipment purchased from the Manufacturer/Supplier for lease to Lessee; or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Manufacturer/Supplier; (ii) that the Lessee may have rights under the Purchase Document; and (iii) that the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document. Lessee agrees to inspect all Equipment no later than thirty (30) days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.**

3. **DEFINITION OF TERMS. All capitalized terms used in this Master Agreement have the meanings set forth below or in the Sections of this Master Agreement referred to below:**

"Acceptance Date" means the date set forth in the Certificate of Acceptance as the date Lessee accepted the Equipment in accordance with Section 2 of this Master Agreement and in accordance with Laws of New Mexico, Section 13-1-158 NMSA 1978.

"Assignee" means any assignee of all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

"Casualty Loss" means, with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

"Casualty Value" or "Full Insurable Value" means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360-day year and 30 day months).

"End-of-Term Notice" means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Section 4 of this Master Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of

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Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Equipment" means, as to any Lease, items of Hardware, Software or both as may be specified in the appropriate Schedule.

"Equipment Location" means, as to the Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule or in any subsequent notice delivered to Lessor if applicable.

"Fair Market Value" means the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"Fair Rental Value", if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

"First Payment Date" means, as to any Lease, the date the first Rent payment with respect to the Initial Tern of such Lease is due, as determined pursuant to the terms of the applicable Schedule.

"Fiscal Period" shall mean that period of time as defined in a Schedule.

"Fiscal Year" means, as to any Lease involving state agencies, July 1 to June 30 of any given year.

"Fundamental Agreements" means, collectively, this Master Agreement, each Schedule and Acceptance Certificate and all other related instruments and documents.

"Hardware" means items of tangible personal property (equipment).

"Initial Term" means, as to any Lease, the initial term thereof as specified in the related Schedule.

"Lease" with regards to this Master Agreement has the meaning "true lease".

"Lessee" means one that holds property under a lease.

"Lessor" means one that conveys property by lease.

"License Agreement" means any license agreement or other document granting the purchaser the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the licensor and Lessor.

"Manufacturer/Supplier" means as to any Equipment, the Seller and the Manufacturer or licensor of such Equipment collectively, or where the context requires, any of them.

"Master Agreement" has the meaning specified in the preamble hereto.

"Material Agreements" means, collectively, all Fundamental Agreements, all other material agreements by and between Lessor and Lessee, Manufacturer/Supplier and Lessee, and Manufacturer/Supplier and Lessor, and any, financial statement, or financial data required to be provided by Lessee in connection with any Lease.

"Non-Appropriation" has the meaning specified in Section 7.

"Purchase Document" has the meaning specified in Section 2.

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"Rent" means the payment by Lessee to Lessor of money for the lease of Equipment covered by the Schedule.

"Software" means all software or computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, supplements, translations, derivative works, and full or partial copies of any thereof, regardless who prepared the same, and code with respect thereto, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine.

"Taxes" means New Mexico gross receipts taxes, but does not mean any interest or penalty assessed against the Lessor for failure to pay N.M. gross receipts taxes.

"Term" means the term thereof as specified in the related Schedule.

"UCC" means the Uniform Commercial Code as enacted and in effect in any applicable jurisdiction.

"Unit of Equipment" means, as to the Equipment leased pursuant to any Schedule a) each individual item of PC Equipment leased pursuant to such Schedule, and b) all Equipment leased pursuant to such Schedule other than PC Equipment taken as a whole.

4. **LESSEE'S END-OF-LEASE-TERM OPTIONS. Lessee shall have the following options in respect of each Lease at the end of the Initial Term:**

   A. **Purchase Option. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Units of Equipment then subject to such Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase said Equipment is contingent upon all of the following:**

      (1) **No Lessee Default shall have occurred and be continuing;**

      (2) **Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and**

      (3) **Lessee shall remit such Fair Market Value amount for Equipment to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Units of Equipment shall terminate and Lessor shall transfer all of its interest in such Equipment to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.**

   B. **Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Units of Equipment then subject to such Lease. Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to a Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.**

5. **RENT; LATE CHARGES. As Rent for the Equipment, Lessee shall pay Lessor the amounts on the due dates set**

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forth in the Schedule. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee in accordance with the payment provisions of the New Mexico Procurement Code, Section 13-1-158, NMSA 1978.

6. CANCELLATION. Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall document, Lessee will give Lessor 60 days prior written notice of such termination.
7. TERMINATION FOR NON-APPROPRIATION. Not withstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. It is up to the state agency or local public body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence.
8. In the event of such termination as reflected in Sections 6 and 7 above, Lessee shall immediately cease all use of the Equipment, and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack, crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. Any expenses and/or risks associated with returning equipment to Lessor shall be borne solely by Lessee. Such equipment shall be in good repair and in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted. (Amended 10/10/01).
9. EQUIPMENT OWNERSHIP; LIENS; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto; Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment. Lessee covenants with respect to each Lease that: A) it will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor; B) the Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent, and C) Lessee shall maintain the Equipment so that it may be removed from any building in which it is placed without damage to the building or the Equipment. Lessee may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of its location upon prior written notice to Lessor specifying the new Equipment Location, provided Lessee remains in possession and control of the Equipment. Only Lessor or its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement.
10. ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES. To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all Equipment warranties provided by any Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the Equipment, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.

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11. **EQUIPMENT USE AND MAINTENANCE. (THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE WHICH SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT). Lessee is solely responsible for the selection, installation, operation and maintenance of the Equipment and all costs related thereto, including shipping, if applicable. Lessee shall at all times operate and maintain the Equipment in good working order, repair and condition and appearance, and in accordance with the manufacturer's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Equipment such tags or labels to indicate Lessor's ownership of the Equipment. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Term of each Lease a maintenance agreement to service and maintain the related Equipment, upon terms and with a provider approved by Lessor.**
12. **ALTERATIONS AND ADDITIONS TO EQUIPMENT. Lessee shall make no alterations or additions to Equipment, except those that a) will not void any warranty made by the Manufacturer/Supplier, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value of use of the Equipment either at the time made or at the end of the Term of the applicable Lease, and are readily removable without damage to the Equipment; or b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Equipment, become a part of the Equipment and Lessor's property at the time made; Optional Equipment which have not been removed prior to return of the Equipment shall become Lessor's property.**
13. **INSURANCE. Commencing upon acceptance and continuing throughout the Initial Term, Lessee agrees to keep the Equipment insured at Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may self insure against such risk provided that Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage.**
14. **RISK OF LOSS. Commencing upon acceptance and continuing throughout the Initial Term, Lessee shall bear the entire risk of loss with respect to any Equipment damage, destruction, loss, or theft whether partial or complete. No event of loss shall relieve Lessee of its obligation to pay Rent under any Schedule. If any item of Equipment is damaged, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, cause to be made such repairs as are necessary to return such item to its previous condition. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. If Lessee pays the Stipulated Loss Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Stipulated Loss Value by Lessor or its assigns, the Equipment for which Stipulated Loss Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE.**

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15. **TAXES. Lessor shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be paid by Lessee. Lessee shall promptly reimburse Lessor for all such Taxes paid by Lessor and invoiced to Lessee, together with any penalties or interests in connection therewith attributable to Lessee's acts or failure to act.**
16. **INDEMNIFICATION. Lessor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney costs for personal injury or damage of property arising from the acts or omissions of the Lessor, its agents, officers, employees or subcontractors. Lessor shall not be liable for damages that are the result of negligence by the State of New Mexico, the participating governmental entities, or its employees. To the extent permitted by law, procuring agencies, Lessees, are responsible for their own acts errors or omissions pertaining to this Indemnification provision. To the extent permitted by Law, in no event shall either party be liable to the other party for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information in any way related to the Equipment or the actions of either party.**
17. **DISCLAIMERS. Lessee leases the equipment from Lessor "As is, Where is". It is specifically understood and agreed that Lessor makes no representations or warranties, express or implied, including without limitation, any representation or warranties with respect to the design, compliance with specifications, quality, operation or condition of any Equipment or any part thereof. The merchantability or fitness of equipment for a particular purpose, or issues regarding patent infringement, title or like which are rightly the responsibility of the Manufacturer/Supplier.**
18. **DEFAULT. Lessee - The occurrence of any of the following shall constitute default under a Schedule: a) nonpayment by Lessee of Rent or any other sum payable by its due date; b) failure by Lessee to perform or observe any other term, covenant or condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; c) insolvency by Lessee; d) any representation or warranty made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment shall be untrue; or e) a termination of any applicable software license agreement.**

    Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement: a) Lessor breaches its covenant of quite enjoyment and fails or is unable to cure such breach within ten (10) days after written notice thereof from Lessee; b) Lessor fails to pay Manufacturer/Supplier within thirty (30) days after Lessor's receipt of a properly executed Acceptance Certificate and all other documentation necessary to establish Lessee's acceptance of such Equipment under a Lease; c) Lessor makes an assignment for the benefit of creditors.
19. **REMEDIES. If a Default occurs, Lessor may do one or more of the following; (a) cancel or terminate this Lease; (b) require Lessee to immediately pay Lessor all Rent payments due up until the time of Default; (c) require Lessee to deliver, at its expense, the Equipment to Lessor in accordance with Section 4 (B) of this Master Agreement; (d) Lessor or its agent may peacefully repossess the Equipment without court order; or (e) Lessor may exercise any other right or remedy available at law or in equity. If Lessor Defaults, Lessee has the right to**

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cancel or terminate this Lease effective immediately at no cost to the Lessee. In the event of Lessor's Default, Lessor shall be responsible for all costs associated with reclaiming and return of Equipment.

20. **ASSIGNMENT. Lessor shall not sell, assign, pledge, transfer, mortgage or otherwise convey part of its interest in this Master Agreement, any Schedule or any Equipment, in whole or in part, without prior notice and consent of Lessee which shall not be unreasonably delayed. Each such Assignee will be entitled to all of Lessor's rights, however, unless otherwise agreed to by Lessor and Assignee, Assignee shall not be obligated to perform such obligations of Lessor under this Master Agreement. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor's or Lessee's obligations under the assigned Lease. Without the prior written consent of Lessor, Lessee will not a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Lease Agreement or the Equipment, b) sublet the Equipment, or c) permit the Equipment to be used for any purpose not permitted by this Master Lease Agreement.**
21. **GOVERNING LAW. This Master Agreement and each Lease shall be governed by the Laws of the State of New Mexico.**
22. **SUPREMACY. This Master Lease Agreement incorporates any other agreement whatsoever entered into pursuant to this Master Lea Agreement whether attached or unattached; however, in the event of any conflict or inconsistency between any turn in this Master Lease Agreement and any term set forth in any other agreement entered into pursuant to this Master Lease Agreement whether attached or unattached, the terms of this Master Lease Agreement shall control.**

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IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR: SHARP ELECTRONICS CORPORATION

Signature Kristin McKenna

BY: Kristen McKenna **DATE:** 9/30/2024
Title: Director, Government Contracts

LESSEE: State of New Mexico

Signature Dorothy Mendonca

BY: Dorothy Mendonca **DATE:** 9/30/2024
Title: State Purchasing Agent

This has been signed on behalf of the State Purchasing Agent.

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OFFEROR'S ACKNOWLEDGEMENT

WHEREAS, the Office of the State Purchasing Agent conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offerors or offerors to provide Multi-Function Devices and Related Software, Services and Cloud Solutions for the State of New Mexico and the governmental entities therein.

WHEREAS, KONICA MINOLTA BUSINESS SOLUTIONS USA INC. hereafter referred to as Manufacturer/Supplier (seller), was one of the qualified offerors (or the qualified offeror) selected to receive award of State of New Mexico, State Purchasing Division (SPD) Price Agreement Number 30-00000-23-0038AD.

WHEREAS, one of the provisions of the Price Agreement is the Lease of Equipment and/or Goods to state agencies and other eligible governmental entities when requested.

WHEREAS, Lessor has requested approval of the State Purchasing Agent to assign the Lease provisions of the Price Agreement to KONICA MINOLTA BUSINESS SOLUTIONS USA INC., who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the price agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Lessor and KONICA MINOLTA BUSINESS SOLUTIONS USA INC. do hereby acknowledge AND agree that approval of the assignment will in no way affect the previously agreed to terms and conditions as set forth in Price Agreement No. 30-00000-23-00038AD and such agreed to terms and conditions will also apply where applicable to any Lease Agreement.

Signature: kristin Mckenna
By: Kristen McKenna
Director, Government Contracts

Date 9/30/2024

Signature: Dorothy Mendonca
By: Dorothy Mendonca
State Purchasing Agent

This has been signed on behalf of the State Purchasing Agent.

Date 9/30/2024

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Approved for use by New Mexico State Agencies and Local Public Bodies

Exhibit A to Master Lease Agreement

Master Lease Agreement Number: 30-00000-00038AD

Schedule Number: _____

State and Local Government Master Lease Purchase Agreement

SCHEDULE

_____("Lessor") and _____(Lessee") are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement Number specified above (the Master Lease Agreement). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provisions of the Schedule is a "True Lease" with an option to purchase equipment at fair market value, and is not an installment or financing lease agreement.

1. **Lease.**
   A. **Description of Items of Lease Equipment** **Total Cost**

   B. **Term: _____Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs).**
2. **Rent _____.**
3. **Pricing Expiration Date: _____Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before pricing Expiration Date.**
4. **Equipment Location: _____**
5. **Seller:_____**
6. **Additional Provisions:_____**
7. **Fiscal Period: (Annual)_____**

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Lessor agrees to Lease and Lessee agrees from Lessor the Equipment described in Section 1.A above. Such Lease will be covered by the Master Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this Schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

Lessee:	**Lessor:**
_____	_____
By:_____	_____
_____	_____
(Name and Title)	**(Name and Title)**
Date:_____	**Date:**_____

Certificate Of Completion

Envelope Id: 5B7C4475C5F141C6A1A12220600E1837
Status: Completed
Subject: Please DocuSign: 30-00000-23-00038AD - Konica
Source Envelope:
Document Pages: 29 | Signatures: 6
Certificate Pages: 5 | Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

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

Record Tracking

Status: Original
9/23/2024 12:59:50 PM
Holder: Theresa Mendibles
Theresa.Mendibles@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) **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: 174.238.228.82	Sent: 9/26/2024 9:31:28 AM Viewed: 9/26/2024 9:54:50 AM Signed: 9/26/2024 9:59:58 AM
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST 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	tam Signature Adoption: Pre-selected Style Using IP Address: 174.205.162.219 Signed using mobile	Sent: 9/26/2024 10:00:00 AM Viewed: 9/26/2024 10:54:41 AM Signed: 9/26/2024 10:55:04 AM
Kristin McKenna kristen.mckenna@kmbs.konicaminolta.us Director, Government Contracts Konica Minolta Business Solutions U.S.A., Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2024 12:31:19 PM ID: bdaf43ed-0b93-4a0f-937d-9fde81ad4688	Kristin Mckenna Signature Adoption: Pre-selected Style Using IP Address: 68.100.173.61	Sent: 9/26/2024 10:55:06 AM Resent: 9/30/2024 12:26:41 PM Viewed: 9/30/2024 12:31:19 PM Signed: 9/30/2024 12:31:29 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:**	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/30/2024 12:31:31 PM Viewed: 9/30/2024 12:53:35 PM Signed: 9/30/2024 12:53:45 PM

Signer Events	Signature	Timestamp
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	9/26/2024 9:31:28 AM
Envelope Updated	Security Checked	9/30/2024 12:26:40 PM
Certified Delivered	Security Checked	9/30/2024 12:53:35 PM
Signing Complete	Security Checked	9/30/2024 12:53:45 PM
Completed	Security Checked	9/30/2024 12:53:45 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2025

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: Bailey Siner
ECM Solutions 4000 Park Road Charlotte NC 28209	PHONE (A/C, No, Ext): 704-235-2934 FAX (A/C, No): 704-529-4422 E-MAIL ADDRESS: siner@ecmins.com

INSURED	DOCUSOL-01
Document Solutions, Inc. 4121 Prospect Ave NE Albuquerque NM 87110-3824	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb National Insurance Company	10052
INSURER B : Great Northern Insurance Company	20303
INSURER C : Federal Insurance Company	20281
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1970017867 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			D02963462	5/7/2025	5/7/2026	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 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			7365-13-30	5/7/2025	5/7/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			5672-94-38	5/7/2025	5/7/2026	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7183-96-40	5/7/2025	5/7/2026	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)

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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.)

Document Solutions, 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.

4121 Prospect Ave NE, Suite A

6 City, state, and ZIP code

Albuquerque, NM 87110

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

7	4	–	2	8	4	9	4	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** John McMullin | **Date** June 4, 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

CHANDLER, JOSHUA L. (Contractor)

From: SCOTT, MARK A.
Sent: Wednesday, August 20, 2025 10:11 AM
To: CHANDLER, JOSHUA L. (Contractor)
Cc: CANDELARIA, ERIC D.; CONNER, KAYLA M.; GOMEZ, ERIN A.; EDWARDS, JAMES W.; VIGIL, XAVIER I.
Subject: Re: Emergency Approval Request - Document Solutions, Inc Exhibit A to Master Lease Agreement

OK with me.

Mark Scott
City Manager
mscott@santafenm.gov
(505) 946-7915

From: CHANDLER, JOSHUA L. (Contractor) <jlchandler@santafenm.gov>
Sent: Friday, August 15, 2025 9:12 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>
Subject: Emergency Approval Request - Document Solutions, Inc Exhibit A to Master Lease Agreement

The ITT Department respectfully requests your approval to expedite Document Solutions, Inc Exhibit A to Master Lease Agreement through an abbreviated committee review process.

REQUEST: We are seeking approval to present Document Solutions, Inc Exhibit A to Master Lease Agreement to only two committees next week:

- Finance Committee (08/25/2025)
- Governing Body (08/27/2025)

JUSTIFICATION: This request requires expedited processing due to the urgent nature of the citywide printer equipment leasing contract.
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 Document Solutions, Inc Exhibit A to Master Lease Agreement. This agreement packet is currently in the review process with the Purchasing Department.

Emergency Approval Request - Document Solutions, Inc Exhibit A to Master Lease Agreement

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, New Mexico
Memorandum

DATE: August 15th, 2025

TO: Mark Scott, City Manager

VIA: Eric Candelaria, ITT Department Director

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for DSI Exhibit A to Master Lease for leasing equipment

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ITEM & ISSUE:
Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Document Solutions, Inc Exhibit A to Master Lease Agreement which had a start date of July 1st, 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:

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.

ANDREA PHILLIPS (Aug 18, 2025 09:07:04 MDT)

Mark Scott, City Manager

Eric Candelaria (Aug 15, 2025 10:25:25 MDT)

Eric Candelaria, ITT Director

CITY OF SANTA FE

The Purchasing Memo

Date: July 15, 2025

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

From: P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: ITB 25159 On-Call Equipment Replacement Construction Contract FY26

Vendor Name: AnchorBuilt, Inc.

Munis Vendor Number: 9672

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a construction contract in the total amount of $2,163,750 per year for a total of $8,665,000 including NMGRT over the four-year term for On-Call Construction Services with AnchorBuilt, Inc.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260005

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Equipment Replacement, Repair, and Installation services 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.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 07/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB 25159 – On Call Equipment Replacement, Repair, and Installation Services, three awards.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/30/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Vendor’s Bid
Certificate of Liability Insurance (COI)
Construction Contract
BAR

Item #: _____
Munis Contract #:3260005
ITB #: 25159

CITY OF SANTA FE

CONSTRUCTION CONTRACT

ON-CALL EQUIPMENT REPLACEMENT CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **AnchorBuilt, 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 City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Equipment Replacement, Repair, and Installation services 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 pumping facilities.

The Division 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.

The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

The City of Santa Fe Wastewater Management Division shall be able to utilize this On-Call Contract as needed and as funding is available.

Term:
The term of this Price Agreement shall be for four (4) years from date of award. This Price Agreement shall not exceed four (4) years.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with City and State laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.
This Price Agreement is not intended to create a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable City and State laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us . The Division will request a wage rate determination from the DWS for each project that is $60,000 or more.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

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 the Division. 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.

Other:
All work shall be 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).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including Sheet Metal and Air Conditioning Contractor's National Association(SMACNA), and the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) standards.

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, but not be limited to, 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, piping, pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

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 the Division. 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.

The requesting entity reserves the right to purchase materials or specialty services 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. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

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.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division 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 the Division feel it is in its best interest to provide these extraordinary security services.

The Division 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 Price Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), classified to cover the type of work to be performed. No bid on a contract shall be submitted unless

the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in NMSA 1978, §60-13-12.

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 Division 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 of the Division in connection with the performance of the work covered by this price 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 Price 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 follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall have prior approval by the Division. 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 Price 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.

Furnishing of submittal data for any/all new equipment and materials as well as Operation & Maintenance Manuals' 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.

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 the Division to not interfere with the daily operations of the Division or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Division.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Division'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.
B. 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 the Division's satisfaction.
C. 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.
D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Equipment Replacement, Repair, and Installation Services for any number of the activities listed under the Scope of Work upon the request of the Division. When a service is identified, the Division 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 the User Agency. 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 Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division'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 Price Agreement. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor’s CID licenses) and cost summary to include the work to be performed, sub-contractors costs and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. 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. The Division'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.

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 the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to

Proceed. Such measures may include, but are not limited to, 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.

Other Construction Related Terms and Conditions:

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.)

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

A. Services 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 Division covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Division during the term of performance of the Work and for as long thereafter as required.

C. The Division 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. The Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.

D. If the Division 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.

E. If any part of the services does not conform with the requirements, the Division 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, the Division may:

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

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

F. 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, the Division may:

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

(2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE REQUESTING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division 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 Contract Price.

Permits and Fees:

A. 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.
B. 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.
C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Division 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 requesting entity as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Division'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.
B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Division.
C. 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.
D. 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. The Division may request copies at any time. The reports may include:

1. report date and who prepared the report;
2. weather conditions - low temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
3. companies present by name and their number of workers, work location, total man hours that day for each company;
4. equipment-type, source, units of work done, location of work, hour meter reading;
5. material brought to site-description, units, quantity, quality, location, time;
6. visitors to site -name, company, time;
7. safety concerns-company, contact, noticed by, work activity, safety issue, requirement, outcome: and
8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division 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 Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

Work associated with Punch List(s);

a. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
b. 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 the Division;
c. as-Built drawings delivered in AutoCAD or electronic format;
d. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
e. delivery of all warranties required by the Work;
f. 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;
g. Start-up of any new equipment and training of staff on all new equipment;
h. Operations and Maintenance Manuals;
i. a certified statement of Release of Liens (American Institute of Architects AlA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price 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 the Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid Information:

Hourly rates are requested for the three (3) levels of personnel.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 016 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

2. **Compensation**

A. The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed two million dollars ($2,163,750.00) per fiscal year, including NMGRT, for a total of four million dollars ($8,655,000.00) for the four (4) year term of this Contract. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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 the 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 Task Order is approved 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 approval of the Task Order. 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. Approval of a task order 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 Task Order; 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 Task Order, 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 Task Order.

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. <u>Amendment</u>

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. <u>Change Orders</u>

A. Changes. The Contractor may only make changes or revisions within the Task Order as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the Project Manager, P. Fred Heerbrandt, P.E., or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Task Order as described above, a Change Request shall be submitted that meets the following criteria:

1) The Contractor shall draft a written Change Request for review and approval by the Project Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and

(f) the impact of the change.

2. The Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order.

16. Merger

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written contract.

All terms and conditions of the **ITB #25159 – On-Call Equipment Replacement Construction Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. 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.

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: P. Fred Heerbrandt, P.E.
pfheerbrandt@santafenm.gov
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
Raymond Zamora
AnchorBuilt, Inc.
104 Sin Nombre Court, NE
Albuquerque, NM 87113

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 Task Order 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 Task Order 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. 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:

Raymond Zamora

Raymond Zamora, President

DATE: 07/10/2025

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 10, 2025 16:46 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000		
1	1	HR	Superintendent - Regular Hourly Rate	$ 85.00	
2	1	HR	Superintendant - Overtime Hourly Rate	$ 85.00	
3	1	HR	Journeyman or Experienced Worker - Regular Hourly Rate	$ 65.00	
4	1	HR	Journeyman or Experienced Worker - Overtime Hourly Rate	$ 97.50	
5	1	HR	Laborer - Regular Hourly Rate	$ 45.00	
6	1	HR	Laborer - Overtime Hourly Rate	$ 67.50	
			Wage Rates for Projects Over $60,000		
7	1	HR	Superintendent - Regular Hourly Rate	85.00	
8	1	HR	Superintendant - Overtime Hourly Rate	$ 85.00	
9	1	HR	Journeyman or Experienced Worker - Regular Hourly Rate	$ 75.00	
10	1	HR	Journeyman or Experienced Worker - Overtime Hourly Rate	$ 112.50	
11	1	HR	Laborer - Regular Hourly Rate	$ 48.00	
12	1	HR	Laborer - Overtime Hourly Rate	$ 72.00	
			Misc. Rates		
13	1	Disc.	Discount off all materials. Enter zero if no discount is offered	0	
14	1	Daily	Temporary Site office trailer, rental rate	$ 16.50	
15	1	Daily	Temporary fencing, rental rate	$ 16.75	
16	1	Dialy	Sanitary/toilet facilities, rental rates	$ 6.75	

From: DUTTON-LEYDA, TRAVIS K.
To: GABALDON, RACHEL D.; HEERBRANDT, PAUL F.; MACALLISTER, LINDA M. (Contractor)
Subject: Fw: Contract Review Request Form - Denise Gabaldon
Date: Thursday, December 12, 2024 10:54:22 AM

Fred, please see below. Do you want to argue this or do you want to move forward with a construction ITB?

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, December 12, 2024 10:47 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: Re: Contract Review Request Form - Denise Gabaldon

Dear Travis:

I point to the scope of work:

The Contractor shall perform On-Call Equipment Replacement, Repair, and Installation services to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and materials for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

The Division 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 completing the work.

Contractors shall have the technical staff to perform diagnostic services and provide the correct agencies

with professionally prepared, stamped drawings in order to obtain installation or construction permits when needed. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

Further, the definition of construction is quite broad in the procurement code:

A. "Construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any:

...

(6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;

(7) sewage, water, gas or other pipeline;

...

(10) water, oil or other storage tank;

...

(12) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners;

NMSA 1978, sec. 13-1-40.

The services in the scope of work clearly fall into the definition of construction under the code.

Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, December 12, 2024 10:30 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Marcos, more and more I'm thinking this should be general services. The awarded vendors are just going to be replacing existing equipment and won't modify the buildings in any way.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Tuesday, December 10, 2024 2:19 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Forwarding this for review! Per Amy's email below, Marcos thinks this should be a construction contract.

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Monday, December 9, 2024 2:19 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Hey Travis,

One more thing to look at when you have a chance! This is the contract that will go with the On-Call Equipment replacement, repair and installation, it was originally determined to be General Services but Marcos is strongly leaning towards this being a construction contract. Can you review?

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, December 4, 2024 9:30 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Denise,

We do need Travis to look at this again for the determination. Marcos is still questioning the classification of “construction” (see his comments). Is there anyone who makes determinations while Travis is out? Or we may want to wait for him to return. Unless you heard back from him before he left last week.

Let’s stay in touch and sorry I don’t have a definitive answer.

Thanks!
Amy

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, December 2, 2024 10:38 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Thank you!

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Monday, December 2, 2024 10:35 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good morning! I will follow up on this one too.

Thank you!

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, November 25, 2024 2:08 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good afternoon Amy,

I have attached the ITB contract for On-call equipment replacements with answers/comments from the department.
About it being a construction contract, the department has specified that this contract is to buy and install the equipment so there are construction components but it is not solely for construction. Travis has not commented on it in Teams yet.

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Friday, November 22, 2024 3:55 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Thank you, I will double check with Travis and let the department know!

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Friday, November 22, 2024 3:09 PM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Hi Denise! I just got this back from Marcos and his biggest concern is this seems like a construction contract. Can you confirm with Travis this is correct and reply to the other comments as well.

Thank you,
Amy

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Thursday, November 21, 2024 3:06 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Hello Amy!

Any word from Marcos on this?

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:21 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

You too, thank you!

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:20 AM

To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Awesome, thank you!

Have a good day,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:19 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Morning! It is with Marcos for review. Let me follow up with him today about it.

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:10 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Good morning Amy,

I hope all is well! Can I get an update on the review of this contract for an ITB when you get a chance?

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Thursday, November 14, 2024 9:20 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good morning Amy,

I have attached the dept's edits.

Have a good day

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 13, 2024 11:49 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Morning Denise!

In beginning the review of this ITB, I noticed the SOW includes much more than the scope of work.

Can you remove all of the details in the SOW that aren't actually part of it. For example, compensation, term, insurance requirements as all of these are already in the body of the template. If there are details in each of those paragraphs that the department wants to edit from the template, please make the redlines in the actual paragraphs, not in the SOW.

Also, all of the ITB language that talks about the bidder, etc, should not also be in the SOW.

Please update and reply here with an updated version of the ITB with the directives above in mind.

Thank you much,
Amy

From: Jotform <noreply@jotform.com>
Sent: Thursday, November 7, 2024 9:10 AM
To: KENNY, JULIE C. <jckenny@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: Re: Contract Review Request Form - Denise Gabaldon

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

Contract Review Request Form

Vendor/Contractor Name	ITB 25066 On-Call Equip Repair & Installation
Your Name	Denise Gabaldon
Your Email	rdgabaldon@santafenm.gov
Your Phone Number	(505) 231-5003
City Department/Division	Finance

If this is a contract to procure goods or services, what is the procurement method?	Invitation to Bid (ITB)
Upload Purchasing Determination and Exhibits mentioned in the Contract or Amendment.	RE_ On-Call Equipment Replacement, Repair, and Installation Services (1).PDF Horizons Of New Mexico List (1).pdf
Is the Department proposing to use a City contract form, an external contract form, or is the Department requesting a custom contract or amendment?	City Contract Form
Please upload draft contract in Word. If this is an amendment, please also upload a pdf of the original approved contract and previous amendments if applicable.	GS Contract On-Call Equip Replace DG 11 6 24_3202.docx
The full name of the Vendor/Contractor's signatory. This will be added to the signature page.	Uknown
The Vendor/Contractor signatory's title.	Unknown
Are there special requests, or is this an emergency, such that a delay could harm the City's employees, the public, City property, or City finances?	Good morning, this is for an ITB so there is not any vendor information just yet. Thank you!

You can edit this submission and view all your submissions easily.

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	7/11/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 2,163,750	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 2,163,750	$ -

To increase account 572970 for Anchorbuilt. Please see memo for detail and please add **Anch 3260003** for posting of BAR (FY26)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,163,750)
TOTAL:	**(2,163,750)**

Linda MacAllister 7/11/2025
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 #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Client#: 1144006 ANCHOINC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2025

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: Bridget Brakeall
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602.374.1331 FAX (A/C, No): E-MAIL ADDRESS: bridget.brakeall@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Builders Trust of New Mexico	99999
INSURER C : Valley Forge Insurance Company	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125-7688

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6080684959	03/10/2025	03/10/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	6080684962	03/10/2025	03/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6080684976	03/10/2025	03/10/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WC1000003908	03/10/2025	03/10/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$2,000,000
A	Stored Material			6080684959	03/10/2025	03/10/2026	*See Desc Of Ops	
C	HAPD			6080684962	03/10/2025	03/10/2026	*See Desc Of Ops	
A	Leased/Rented Eq			6080684959	03/10/2025	03/10/2026	*See Desc Of Ops	

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

Insurer A - Stored Material - Limit $750,000; Deductible $2,5000 - Temp Storage - Limit $300,000
Insurer C- HAPD - Limit $75,000 - Compensation Deductible $500; Collison Deductible $1,000
Insurer A - Leased and Rented Equipment - Limit $500,000; Deductible $1,0000

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement
(See Attached Descriptions)

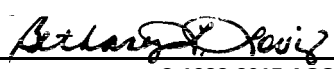
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501-0000

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)

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 General Liability and 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 Blanket Waiver of Subrogation in favor of the same, when required by written contract. Aggregate limits apply per project. The General Liability, Automobile Liability, and Workers Compensation are in the underlying schedule of the Umbrella policy.

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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BUILDERS TRUST®
OF NEW MEXICO

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CITY OF SANTA FE

The Purchasing Memo

Date: July 2, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Jesse Roach, Interim Public Utilities Director

Subject: On Call Telecommunications and Network Engineering Services Contract **FY26**

Vendor Name: ITConnect

Munis Vendor Number: 8646

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of $162,281.25 per year, including NMGRT, for On Call Telecommunications and Network Engineering Services for a term of four (4) years with ITConnect, for a total of $649,125.00 over the contract term, including NMGRT.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $649,125.00 from the Wastewater Enterprise Fund to the WIP Construction for the ITConnect contract for the four-year term.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250631

BACKGROUND AND SUMMARY:

The contractor will assist the Division as we expand our command-and-control system at the Paseo Real Water Reclamation Facility by providing professional and licensed Telecommunication and Network Engineering, Fiber Optic and Ethernet Cable Installation, Troubleshooting, Fiber Optic Testing and Certification, Ethernet Testing and Certification, and General Network Troubleshooting.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects 5000375

Munis Object Name/Number: WIP Construction 572970

Budget Officer / Designee: Andy Hopkins **Date:** 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25094 was released on April 2, 2025, and closed on April 30, 2025. Three proposals were received and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

Approval: Eric Candelaria (Aug 6, 2025 13:23:06 MDT) **Title:** _____ **Date:** 08/06/2025

Comment/Exceptions: Completed e-review on 8/6/25

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Professional Services Contract
BAR

Item #: _____
Munis Contract #: _3250631_____
SWPA/GSA/Coop/RFP/ITB#: __RFP#25094_____

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 **ITConnect, 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 13-1-111; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

The contractor will provide professional and licensed Telecommunication and Network Engineering, Fiber Optic and Ethernet Cable Installation, Troubleshooting, Fiber Optic Testing and Certification, Ethernet Testing and Certification, and General Network Troubleshooting for the City's Wastewater Management Division, Public Utilities Department.

1. The location of these services shall include but is not limited to:
   a. Paseo Real Wastewater Reclamation Facility and Remote Sites (remote pumping stations in the collection system)
2. The Contractor shall provide but not limited to following services as needed:
   a. Emergency and Non-Emergency IT and Field Support Services:
      i. Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for non-Emergency.
   b. Telecommunications and Network Engineering Service:
      i.. Provide telecommunication solutions to better expand the existing backbone cabling.
      ii. Provide design review and recommendations for projects involving all aspects of telecommunication, telemetry, and network cabling.
   c. Cabling Support and installation:
      i. Provide cabling troubleshooting and testing to verify fiber optic and ethernet cabling is up to industry standards.
      ii. Troubleshoot existing cables as needed and recommend fixes to problematic cables.

iii. Install new fiber optic and ethernet cabling as needed to incorporate new system and equipment.
iv. Provide new equipment and installation to network related equipment that is outdated or broken as the city needs.

d. Documentation:
i. Provide Documentation in AutoCAD and PDF format for any and all changes to the Network and all of the Cabling included.
ii. Any work done shall be done under direct supervision of a Building Industry Consulting Services International(BICSI) certified technician.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Telecommunications and Network Engineering 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 for $600,000 excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $49,125 shall be paid by the City to the Contractor at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $649,125

B. Payment. The total compensation under this Agreement shall not exceed $649,125.00 for the term of this Agreement, including New Mexico gross receipts tax, hereinafter referred to as "NMGRT**This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

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

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). 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) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP#25094 Telecommunications and Network Engineering Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If

Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

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

22. Other Insurance

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

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

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

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

To the City:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
aphardinge@santafenm.gov
505-955-4619

To the Contractor:

Kareem Edwards
7505 Mallard Way, Suite F
Santa Fe, NM 87507
kareem@itconnectinc.com
505-501-0186

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

CONTRACTOR:

_____
Kareem Edwards, President

DATE: 06/24/2025

NMBTIN#: _____

City of SF Business License #: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 24, 2025 11:56 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each offeror should provide a Fixed Overhead Rate that will be evaluated. Offerors should also fill out the hourly rates below. The Fixed Overhead Rate and the hourly rates will be used in the final On-call Price Agreements for each offeror.

Fixed Overhead Rate Percentage: 17%

#	Description	Hourly Rate
1	Superintendent - Regular Hourly Rate – Task Order < $60,000	$ 75.00
2	Superintendent - Overtime Hourly Rate–Task Order < $60,000	$ 112.50
3	Journeyman - Regular Hourly Rate – Task Order < $60,000	$ 65.00
4	Journeyman - Overtime Hourly Rate – Task Order < $60,000	$ 97.50
5	Laborer - Regular Hourly Rate – Task Order < $60,000	$ 45.00
6	Laborer - Overtime Hourly Rate – Task Order < $60,000	$ 67.50
7	Superintendent - Regular Hourly Rate – Task Order > $60,000	$ 88.00
8	Superintendent - Overtime Hourly Rate–Task Order > $60,000	$ 132.00
9	Journeyman - Regular Hourly Rate – Task Order > $60,000	$ 72.00
10	Journeyman - Overtime Hourly Rate – Task Order > $60,000	$ 108.00
11	Laborer - Regular Hourly Rate – Task Order > $60,000	$ 55.00
12	Laborer - Overtime Hourly Rate – Task Order > $60,000	$ 82.50
13	Superintendent - Regular Hourly Rate – Emergency Response	$ 150.00
14	Superintendent - Overtime Hourly Rate– Emergency Response	$ 225.00
15	Journeyman - Regular Hourly Rate – Emergency Response	$ 130.00
16	Journeyman - Overtime Hourly Rate – Emergency Response	$ 195.00
17	Laborer - Regular Hourly Rate – Emergency Response	$ 110.00
18	Laborer - Overtime Hourly Rate – Emergency Response	$ 165.00

#	Description – Other Rates	Rates
1	Sanitary/Toilet facilities, rental rate	$ 175.00/Day
2	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	$ 0.00
3	Discount off Parts/Materials	% 7

From:	DUTTON-LEYDA, TRAVIS K.
To:	MACALLISTER, LINDA M.; Purchasing DET
Cc:	HEERBRANDT, PAUL F.; DOZIER, MICHAEL L.; ALVARADO, LEROY M.
Subject:	RE: FOLLOW UP/// DETERMINATION REQUEST //RFP 25094 On--call telecommunications and Network engineering Services
Date:	Thursday, March 20, 2025 5:21:06 PM
Attachments:	image002.png image004.png

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - grants@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.

Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351

tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

---

From: MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>
Sent: Wednesday, March 19, 2025 9:26 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Subject: FOLLOW UP/// DETERMINATION REQUEST //RFP 25094 On--call telecommunications and Network engineering Services

Hi Travis,

Just a friendly follow up on the below determination.

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

From: MACALLISTER, LINDA M.
Sent: Friday, March 14, 2025 8:08 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Subject: DETERMINATION REQUEST //RFP 25094 On--call telecommunications and Network engineering Services

Hi Travis,

You have already told us this is professional services, but we are needing the determination. Below is the SOW. This RFP is already in process…

On-Call Network and Communication Services. The contractor will provide professional and licensed Telecommunication and Network Engineering, Fiber Optic and Ethernet Cable Installation, Troubleshooting, Fiber Optic Testing and Certification, Ethernet Testing and Certification, and General Network Troubleshooting for the City's Wastewater Management Division, Public Utilities Department. Provide design review and recommendations for projects involving all aspects of telecommunication, telemetry, and network cabling.

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

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	6/23/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 649,125	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 649,125	$ -

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

To increase account 572970 for ITCONNECT. Please see memo for detail and please add HEI for posting of BAR (FY26)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(649,125)
TOTAL:	**(649,125)**

Linda MacAllister 6/24/2025
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 #:

Andy Hopkins 07/24/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

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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GB ITConnect Telecom packet int signed (1)

Final Audit Report 2025-07-18

Created:	2025-07-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAUTWb-bl7hby_nAZowM8ezRYsOlEkE8Hk

"GB ITConnect Telecom packet int signed (1)" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-07-10 - 7:14:17 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-10 - 7:16:00 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 7:50:45 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 7:51:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-14 - 7:51:06 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-14 - 8:03:54 PM GMT- IP address: 129.222.67.170

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-14 - 8:22:14 PM GMT - Time Source: server- IP address: 129.222.67.170

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-14 - 8:22:16 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-17 - 3:28:50 PM GMT- IP address: 104.47.64.254

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-18 - 4:12:08 PM GMT- IP address: 104.47.65.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)

Decline reason: Hi, this is a contract for IT services. We need ITT review and approval. Please update the memo and include documentation that ITT has approved. Thanks, Emily

2025-07-18 - 4:16:27 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

TAPIA, JIMMY P.

From: MACALLISTER, LINDA M. (Contractor)
Sent: Wednesday, July 23, 2025 7:13 AM
To: TAPIA, JIMMY P.
Cc: HEERBRANDT, PAUL F.; DOZIER, MICHAEL L.
Subject: FW: ITConnect Contract (rejected by Emily)

Hello Jimmy,

Do you think you could RE-route the packet to Emily again and NOTE: the below email?

Thank you,

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Monday, July 21, 2025 10:00 AM
To: OSTER, EMILY K. <ekoster@santafenm.gov>
Cc: TAPIA, JIMMY P. <jptapia@santafenm.gov>; MACALLISTER, LINDA M. (Contractor) <lmmacallister@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: ITConnect Contract

Hi Emily,
Linda asked me to respond to you adobe sign refusal for the RFP award to ITConnect. You indicated in your refusal that ITT needs to approve of this purchase.

This purchase has nothing to do with the City's ITT infrastructure. These services are to assist us in building out our SCADA system within the Paseo Real Wastewater Reclamation Facility. This system allow us to remotely monitor and operate electromechanical systems within the wastewater treatment system. The contract will allow on-call installation, programming and troubleshooting services for this internal SCADA system only. AS such, no ITT review or approval is necessary.

Thank you for your consideration.
Fred

P. Fred Heerbrandt, P.E.

Engineer Supervisor Wastewater

City of Santa Fe

505-955-4623

pfheerbrandt@santafenm.gov

GB ITConnect Telecom packet int signed Re-1

Final Audit Report 2025-07-30

Created:	2025-07-24
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAARXuIoCdJY-FmqxFH1I6UyZTsJjLO5KuQ

"GB ITConnect Telecom packet int signed Re-1" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-07-24 - 2:51:34 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-24 - 2:53:55 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-24 - 3:38:42 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-24 - 3:39:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-24 - 3:39:11 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-24 - 10:27:32 PM GMT- IP address: 104.47.65.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)
Decline reason: This is a contract for IT services. It needs to be reviewed and approved by ITT. I confirmed this with Director Candelaria. Please submit it to ITT for review and approval, and then resubmit the contract packet with the ITT approval. Thanks, Emily
2025-07-30 - 11:35:24 PM GMT- IP address: 63.232.20.2

CITY OF SANTA FE

The Purchasing Memo

Date: August 7, 2025

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

From: Bill Huey, Water Division Engineer BH

Via: Jesse Roach, Interim Public Utilities Department Director JR

Jonathan Montoya, Interim Water Division Director JM

Subject: Request for Approval of FY2026 BAR in the Total Amount of $540,398.00 (including NMGRT) for Sub Surface Contracting, Inc to allow this Fiscal Year's work to be conducted under their City Wide Construction Price Agreement #21-0378.

Vendor Name: Sub Surface Contracting, Inc.

Munis Vendor Number: 1921

ITEM AND ISSUE:

Last June, the Governing Body Approved Amendment No. 4 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. (Sub Surface) to increase maximum compensation by $3,853,125.00 for a new total contract amount of $6,000,000.00 including New Mexico Gross Receipt Tax (NMGRT) and to increase contract term to10 years with future yearly budgets set by budget availability. Unfortunately, due to administrative issues, the BAR in the amount of $540,398 was not included in the package as intended. The Water Division requests approval of the attached BAR to fund this year's work. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of FY26 BAR for Price Agreement #21-0378

CONTRACT NUMBER:

Munis Contract# 3202777

BACKGROUND AND SUMMARY:

The City-Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. 21/37/B for $250,000.00 plus NMGRT per year for each Sub Surface Contracting, Inc. and A.A.C. Construction, LLC. Sub Surface and AAC are the primary Emergency Response contractors for main line breaks.

The Water Division is requesting approval of the attached FY26 BAR for $540,938 to fund operations for FY26.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT/ 505

Munis Org Name/Number: WTR CapProj/ 5050395

Munis Object Name/Number: WIP Constr/ 572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB No. 21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP #3057 approved by City Council on 7/28/2021

Chief Procurement Officer (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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: WTR2550504

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

Comment/Exceptions: Contract is used to repair main breaks and replace smaller section of main.

Department Contract Administrator Contact Info: Amanda Britt apbritt@santafenm.gov

ATTACHMENTS:
Budget Adjustment Request
Contract Amendment No.4
Original Contract Packet with Amendments

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/6/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Project, WIP Construction	5050395	572970	PL WTR2550504	540,938	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 540,938	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for City-Wide Water Utility Construction & Repair

Price Agreement Award of Bid 21/37/B to Sub Surface Contracting CIP3057

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(540,938)
TOTAL:	**(540,938)**

Amanda P. Britt — 8/6/2025
Prepared By *{print name}* — Date

Jonathan Montoya
Jonathan Montoya (Aug 7, 2025 09:35:55 MDT)
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 #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

memo

Date: May 12, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jonathan M. Montoya, Acting Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request for Approval of Amendment No. 4 to Price Agreement #21-0378 with Sub Surface Contracting, Inc.to Increase Maximum Compensation by $3,831,250.00 for a New Total Contract Amount of $6,000,000.00 including NMGRT and increase contract term to 10 years with future yearly budgets set by budget availability. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 3202777

ITEM AND ISSUE:

The Water Division requests award of Amendment No. 4 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $3,831,250.00 for a New Total Contract Amount of $6,000,000.00 including New Mexico Gross Receipt Tax (NMGRT) and increase contract term to 10 years with future yearly budgets set by budget availability. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendments No. 4 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City-Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved ITB No. '21/37/B for $250,000.00 plus NMGRT per year for each Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.. Contract Amendment #3 for Sub Surface has been approved for $542,187.50 raising the Contract Amount to $1,626,562.50.

Sub Surface and AAC are the primary Emergency Response contractors for maim breaks. The Water division is requesting approval to extend the Contract Term with Sub Surface Contracting, Inc. to 10 years from award. If approved the extended contract term will end on June 30, 2031.

The Water Division requests approval of the FY2026 BAR for $540,937.50 to fund operations for next Fiscal Year.

This is a multi-contractor award ITB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

ITB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: JoAnn Lovato Montaño **Date:** 06/09/2025
Comment/Exceptions: Approval for term extension (up to 10 years for construction) in emails attached.

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202777 for Sub Surface
The FY25 Project ledger number is WTR2550504

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Cap Proj, WIP Construction
Munis Org Name/Number: 5050395
Munis Object Name/Number: 572970

If the project is grant funded? List grant award number*:*

Grant Manager / Accounting Officer Approval: **Date:**
Comment/Exceptions:

Project Ledger #: **WTR2550504**

Budget Officer Approval: ALEXIS LOTERO (Jun 6, 2025 11:59 MDT) **Date:** 06/06/2025
Comment/Exceptions:

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

☒Yes | ☐ No

(if known):

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used to repair main breaks and replace smaller sections of main.

Capital Project:

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

Project Ledger #: WTR2550504

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden **Date:** 06/10/2025
Comment/Exceptions:

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

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

Department Contract Administrator Contact Info:

ATTACHMENTS:

cc:

Item # 25-0282
Munis Contract # 3202777
Original Contract Item # 21-0378
ITB # 21/37/B

CITY OF SANTA FE
AMENDMENT No. 4 TO
PRICE AGREEMENT # 21-0378

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP #3057, dated August 4, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Sub Surface Contracting, Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call construction Services for City Wide Utility Construction & Repair for the City of Santa Fe Water Division.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of three million, eight hundred and thirty-one thousand, two hundred and fifty dollars ($3,831,250.00) so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed six million dollars ($6,000,000.00) including NMGRT for a total of ten (10) years. The total amount payable to the Contractor under this Agreement, including New Mexico gross receipts tax (NMGRT) and expenses, shall not exceed six million dollars ($6,000,000.00) for the term of this Agreement. Payment will

depend on budget availability at the time of purchase.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year toyear pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performedand expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

.

D. **Unit Rate Price Adjustments:**

The contractor(s) awarded under this solicitation will have an initial contract term of one (1) year, with the option for the City to extend the contract for up to nine (9) additional one-year terms, for a total of ten (10) years. To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final. .**No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase
Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 29, 2025 18:23 MDT)

ALAN WEBBER, MAYOR

DATE: 06/29/2025

CONTRACTOR:
Sub Surface Contracting, Inc.

Jeremey Sanderson

Jeremey Sanderson, Superintendent

DATE: 05/06/2025

CRS # 02104256000

Registration # 46991

ATTEST:

ANDREA SALAZAR (Jun 30, 2025 07:10 MDT)

CITY CLERK

GB MTG 06/25/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 9, 2025 07:55 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: January 24, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jesse D. Roach, Water Division Director

From: Jonathan M. Montoya, SOS Section Manager
Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Approval of Amendment No. 3 to Price Agreement #24-0657 with Sub Surface Contracting, Inc.to Increase Maximum Compensation by $542,187.50 for a New Total ContractAmountof$2,168,750.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

ITEM AND ISSUE:

The Water Division requests approval of Amendment No. 3 to Price Agreement #24-0657 with Sub Surface Contracting, Inc.(Sub Surface) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $2,168,751.00 including New Mexico Gross Receipt Tax (NMGRT) with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendments No. 3 to Price Agreement #24-0657

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved 1TB No. '21/37/B for $250,000.00 plus NMGRT per year.

Sub Surface is one of the primary Emergency Response contractors for maim breaks. Historically December to March is the season for most main breaks. Sub Surface will not be able to respond without additional funding provided in Contract Amendment #3. Water is requesting the addition of $542,187.50 to each Contractor for a new Total Contract Amount of $2,168,751.00 including NMGRT for Sub Surface.

This is a multi-contractor award 1TB to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency Repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

1TB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ Date: _____
Comment/ Exceptions: _____

Supporting Information:

CONTRACT **NUMBER:**
The FY25 Munis contract number is 3202777 for Sub Surface

$$$$$ **SOURCE/REVENUE:** 181Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ Date: _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins Date: _____
Comment/Exceptions: _____

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

181Yes ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

181Yes ☐ No
If yes-> 181Repair 1181 Replacement

Please explain: Contract is used to repair main breaks and replace smaller sections of main.

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

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Appro al: *Jos/e 'SotdeMr Co11tr0Uer D3-D3-2S-Date:*
Comment/Exceptions. Josie Bolden, Controller03-03-25 (Mar 3, 202515:08 MST)

Department Approvals:
IT Components: ☐ **Yes 1181 No**
Vehicles: ☐ **Yes 1181 No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes 1181 No**

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

Department Contract Administrator Contact Info:

ATTACHMENTS:

cc:

Item# 25-0129

Munis Contract# 3202777
Original Contract Item# 21-0378
CIP #: 3057

CITY OF SANTA FE
AMENDMENT No. 3 TO
PRICE AGREEMENT 21-0378

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PRICE AGREEMENT, dated July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting, Inc. (the "Contractor"). The date ofthis Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article **14** of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to add five hundred forty-two thousand one hundred eighty-seven dollars and fifty cents ($542,187.50), inclusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2, paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor under this Agreement in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two million one hundred sixty-eight thousand, seven hundred and fifty one dollars and no cents ($2,168,751.00) including NMGRT for a total of four (4) years. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend

for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Mar 27, 2025 20:18 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 27, 2025

CONTRACTOR:
SUB SURFACE CONTRACTING, INC.

Jeremey Sanderson

JEREMEY SANDERSON, VICE PRESIDENT

DATE: **Feb 20, 2025**

CRS# 0214256000

ATTEST:

ANDREA SALAZ (Mar 27, 202511:02 MDT)

ANDREA SALAZAR, CITY CLERK XIV

GB MTG 03/26/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 20, 2025 08:52 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2024

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

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

PRODUCER License# 0757776	2 AAI cT Michelle Vialpando	
HUB International In surance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, **NM** 87505	(PAH,cONNE0 E): (505) 992-1873	(FAA,xcN 0)•(866) 487-3972
	ii:1'1IJ ss: michelle.vialpando@hubinternational.com	
	INSURER($) AFFORDING COVERAGE	NAIC#
	1NsURERA:ACUITY, **A Mutual Insurance Company**	14184
INSURED	INSURER B: **Builders Trust of New Mexico**	
Sub Surface Contracting Inc **27A Paseo De River St** **Santa Fe, NM 87507**	INSURERC:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

I f	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GOi'''''''GmmUA OUn CLAIMS-MADE [K] OCCUR	X		**275944**	**7/1/2024**	**7/1/2025**	EACH OCCURRENCE	$ **1,000,000**
	X **PD Ded: $500**						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ **250,000**
							MED EXP (Any one person)	$ **10,000**
							PERSONAL & ADV INJURY	$ **1,000,000**
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ **3,000,000**
	E] POLICY [K] m?r [LOC						PRODUCTS - COMP/OP AGG	$ **3,000,000**
	OTHER							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ **1,000,000**
	X ANY AUTO			**275944**	**7/1/2024**	**7/1/2025**	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY 'HEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED UTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ **2,000,000**
	X EXCESS LIAB CLAIMS-MADE			**275944**	**7/1/2024**	**7/1/2025**	AGGREGATE	$ **2,000,000**
	DED [K] RETENTION $ **0**							$
8	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below **Y/N** [Y]	**N/A**		0692	**1/1/2024**	**1/1/2025**	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ **2,000,000**
							E.L.DISEASE - EA EMPLOYEE	$ **2,000,000**
							E.L. DISEASE - POLICY LIMIT	$ **2,000,000**
A	**Leased/Rented Eqpt**			275944	**7/1/2024**	**7/1/2025**	**Ded: $500 / Limit:**	**200,000**

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
73 Paseo Real
Santa Fe, **NM** 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, **NM** 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAICCODE	EFFECTIVE DATE: SEE **PAGE** 1
SEE PAGE 1	SEEP 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/LocationsNehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only **with** respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *properly damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. *Bodily injury* or *properly damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *properly damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *properly damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *properly damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section Ill - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Item#**2.4.=.0.657**
\llun is Contract# 3202777
Originai Contract ltem#_21-0378
C!P # 3057

CITY OF SANTA FE
AMli'NOME.NT No.7
TO
PRICE AGREEMENT# 21-0378

This AMl::NDMENT No. 2 (the "Amendment") a rrı c n d s the CITY OF SANTA FE PRiCE AGREEMENT. dated .iuiy 28. 202 i (the "Agreement"). between the City of Santa Fe (the "City") and Sub Surface Contracting. Inc.(the "Contractor"). The date of this Amendment shall be the date vvhcn it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the ternis of the Agreernent Contractor has agreed to provide On-Call Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuanl lo Artick 14 of the Agreement. and for good and valuable consideralion. lhe receipt and sufficiency of which are acknowledged by the pai1ies, the City and the Contractor agree as follows:

I. COMPENSATION.

Article 2 paragraph A of the ;\gieeinent is arnendcd to add five hundred forty-t'vVO thousand one hundred eighty-seven doiiars and fifty cents ($542. i *87.50),* inciusive of New Mexico Gross Receipts Tax (NMGRT), so that Article 2. paragraph A reads in its entirety as follows:

> The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON Ti iE ATTACi iED PRiCE Si iEETS, such compensation not lo ex1,;ecJ om; miliion doiiars ($1,626,563.50) in1,;iudingNMGRT for a totai of f0ur (4) years. The total amount payable to the Contiactoi undei this **Agreement, including gross receipts tax and expenses, shall not exceed one million six hundred twenty-six thousand five hundred and sixty-three dollars and fifty**

cents ($1,626,563.50). This amount is a maximum and not a guarantee that the **work** assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect. in accordance v-, ith its terms.

IN WITNESS WHEREOF, the partie have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 21, 2024 21:23 MST)

ALAN WEBBER. MAYOR

Date: Nov 21, 2024

CONTRACTOR:

UB SURFACE CONTRACTING, INC.

JEREMY SANDERSON VICE PRESIDENT

Date: 11/18/24

CRS # 02104256000

ATTEST:

Andrea Salazar (Nov 22, 2024 08:26 MST)

CITY CLERK

GB MTG 11/13/2024

CITY ATTORNEY' OFFICE:

Marcos Martinez (Nov 8, 202413:10 MST)

SENIOR A SISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

	Sub Surface		
Bid Item	**Article and Description**	**Unit**	**Unit Price**
Construction Items			
5	2" PVC Water Main, cip, all lengths	LF	$ 30.00
10	4" PVC Water Main, cip, <100'	LF	$ 36.00
15	4" PVC Water Main, cip, >I00'	LF	$ 34.00
20	6" PVC Water Main, cip, <I00'	LF	$ 42.00
25	6" PVC Water Main, cip, >I00'	LF	$ 39.00
30	8" PVC Water Main, cip, <I00'	LF	$ 48.00
35	8" PVC Water Main, cip, >I00'	LF	$ 45.50
40	10" PVC Water Main, cip, <100'	LF	$ 52.00
45	10" PVC Water Main, cip, >100'	LF	$ 49.00
50	12" PVC Water Main, cip, <100'	LF	$ 66.75
55	12" PVC Water Main, cip, >100'	LF	$ 64.50
60	14" PVC Water Main, cip	LF	$ 79.00
65	16" PVC Water Main, cip	LF	$ 97.00
70	24" PVC Water Main, cip	LF	$ 100.00
75	2" DI Water Main, cip, all lengths	LF	$
80	4" DI Water Main, cip, <100'	LF	$ 57.50
85	4" DI Water Main, cip, >100'	LF	$ 56.00
90	6" DI Water Main, cip, <100'	LF	$ 53.00
95	6" DI Water Main, cip, >100'	LF	$ 51.00
JOO	8" DI Water Main, cip, <100'	LF	$ 60.25
105	8" DI Water Main, cip, >I00'	LF	$ 58.00
110	10" DI Water Main, cip, <100'	LF	$ 65.00
115	10" DI Water Main, cip, >100'	LF	$ 63.00
120	12" DI Water Main, cip, <100'	LF	$ 78.00
125	12" DI Water Main, cip, >100'	LF	$ 74.00
130	14" DI Water Main, cip	LF	$ 87.00
135	16" DI Water Main, cip	LF	$ 101.00
140	24" DI Water Main, cip	LF	$ 159.00
145	Extra Pay for Trench Depth, 6'-8'	LF	$ 8.00
150	Extra Pay for Trench Depth, 8'-10'	LF	$ 12.00
155	Extra Pay for Trench Depth, lO'-14'	LF	$ 30.00
160	Rock Excavation	CY	$ 220.00
165	Exploratory Excavation (as SDCW Approved)	CY	$ 65.00
170	Imported Backfill (as SDCW Approved)	CY	$ 24.00
175	Fitting Installation	LB	$ 4.00
180	Fitting Insertion	LB	$ 34.00
185	4" Retainer Ring/ Bolt on Flange	EA	$ 75.00
190	6" Retainer Ring/ Bolt on Flange	EA	$ 105.00
195	8" Retainer Ring/ Bolt on Flange	EA	$ 119.00
200	10" Retainer Ring/ Bolt on Flange	EA	$ 121.00
205	12" Retainer Ring/ Bolt on Flange	EA	$ 145.00
210	14" Retainer Ring/ Bolt on Flange	EA	$ 179.00
215	16" Retainer Ring/ Bolt on Flange	EA	$ 285.00
220	4"Joint Harness	EA	$ 96.00
225	6" Joint Harness	EA	$ 130.00
230	8" Joint Harness	EA	$ 155.00

235	10" Joint Harness	EA	$ 160.00
240	12" Joint Harness	EA	$ 200.00
245	14" Joint Harness	EA	$ 375.00
250	16" Joint Harness	EA	$ 455.00
255	Concrete Thrust Blocking (as SDCW Approved)	CY	$ 355.00
260	Tapping Sleeve w/ Tap, 4" X 4"	EA	$ 1,400.00
265	Tapping Sleeve w/ Tap, 6" X 4" - 6"	EA	$ 1,600.00
270	Tapping Sleeve w/ Tap, 8" X 4" - 8"	EA	$ 1,800.00
275	Tapping Sleeve w/ Tap, 10" X 4" - 10"	EA	$ 2,100.00
280	Tapping Sleeve w/ Tap, 12" X 4" - 12"	EA	$ 2,300.00
285	Tapping Sleeve w/Tap, 20" X 4" - 20"	EA	$ 4,200.00
290	Non-Pressurized Connections, 2" line	EA	$ 2,500.00
295	Non-Pressurized Connections, 4"-1O" line	EA	$ 3,675.00
300	Non-Pressurized Connections, 12"-20" line	EA	$ 4,100.00
305	2" CLl25 Gate Valves, cip.	EA	$ 975.00
310	4" CLl25 Gate Valves, cip.	EA	$ 1,050.00
315	6" CLl25 Gate Valves, cip.	EA	$ 1,300.00
320	8" CLl25 Gate Valves, cip.	EA	$ 1,825.00
325	10" CLl25 Gate Valves, cip.	EA	$ 2,335.00
330	12" CLl25 Gate Valves, cip.	EA	$ 2,800.00
335	2" CL250 Gate Valves, cip.	EA	$ 945.00
340	4" CL250 Gate Valves, cip.	EA	$ 1,925.00
345	6" CL250 Gate Valves, cip.	EA	$ 2,050.00
350	8" CL250 Gate Valves, cip.	EA	$ 2,950.00
355	10" CL250 Gate Valves, cip.	EA	$ 4,200.00
360	12" CL250 Gate Valves, cip.	EA	$ 4,625.00
365	16" CL250 Gate Valves, cip.	EA	$ 7,100.00
370	20" CL250 Gate Valves, cip.	EA	$ 16,190.00
375	24" CL250 Gate Valves, cip.	EA	$ 23,250.00
380	12" CL250 Butterfly Valves, cip.	EA	$ 2,800.00
385	16" CL250 Butterfly Valves, cip.	EA	$ 4,850.00
390	20" CL250 Butterfly Valves, cip.	EA	$ 6,700.00
395	24" CL250 Butterfly Valves, cip.	EA	$ 9,325.00
400	Fire Hydrant, 5' or less bury, cip.	EA	$ 3,125.00
405	Fire Hydrant Extension, 6" or 12" length	EA	$ 840.00
410	Fire Hydrant Extension, 18" or 24" length	EA	$ 1,225.00
415	Fire Hydrant Remove & Relay	EA	$ 800.00
420	Fire Hydrant Remove & Return	EA	$ 575.00
425	2 1/4" Flush Hydrant	EA	$ 1,565.00
430	2" Blow-Off Valve Installation	EA	$ 1,340.00
435	2" Pressure Relief Valve, cip.	EA	$ 6,830.00
440	3" Pressure Relief Valve, cip.	EA	$ 7,075.00
445	4" Pressure Relief Valve, cip.	EA	$ 8,195.00
450	6" Pressure Relief Valve, cip.	EA	$ 10,950.00
455	8" Pressure Relief Valve, cip.	EA	$ 15,525.00
460	12" Pressure Relief Valve, cip.	EA	$ 29,725.00
465	Air & Vacuum Release Valve, l"	EA	$ 2,950.00
470	Air & Vacuum Release Valve, 2"	EA	$ 4,140.00
475	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	EA	$ 450.00
480	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	EA	$ 550.00

485	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	EA	$	750.00
490	Metered 2" Bypass - Vault Installation	EA	$	3,185.00
495	Valve Box, cip.	EA	$	825.00
500	Valve Box Replacement	EA	$	975.00
505	Valve Box Removal of Existing	EA	$	450.00
510	Valve Box Adjustment	EA	$	625.00
515	Valve Stem Extension, 0'-4' Depth	EA	$	250.00
520	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	VF	$	4,000.00
525	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	VF	$	5,150.00
530	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	VF	$	6,200.00
535	Cast-In-Place RCP Vault w/ Lid	CY	$	12,500.00
540	Prefabricated Vault, 4' X 8'	EA	$	8,995.00
545	Native Seeding	ACRE	$	2,275.00
550	Bollards (pair)	EA	$	1,200.00
555	4" Steel Casing	LF	$	95.00
560	4" PVC Casing	LF	$	85.00
565	14" Steel Casing	LF	$	225.00
570	16" Steel Casing	LF	$	240.00
575	18" Steel Casing	LF	$	275.00
580	22" Steel Casing	LF	$	330.00
585	26" Steel Casing	LF	$	400.00
590	28" Steel Casing	LF	$	475.00
595	30" Steel Casing	LF	$	425.00
600	36" Steel Casing	LF	$	460.00
605	Bore & Jack Casing Pipe	DIA-IN-LF	$	28.00
610	Open Cut Casing Pipe Installation, < 6' Deep	LF	$	39.00
615	Asphalt Pavement Removal & Disposal, <2"	SY	$	65.00
620	Asphalt Pavement Removal & Disposal, 2"-6"	SY	$	65.00
625	Concrete Pavement Removal & Disposal, <2"	SY	$	95.00
630	Concrete Pavement Removal & Disposal, 2"-6"	SY	$	110.00
635	Concrete Curb and Gutter Removal & Disposal	LF	$	29.00
640	Concrete Sidewalk Removal & Disposal	SY	$	30.00
645	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	$	75.00
650	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	$	75.00
655	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	SY	$	265.00
660	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	SY	$	265.00
665	Replace City Street Pavement with Temporary Cold Mix	SY	$	105.00
670	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	SY	$	75.00
675	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	SY	$	75.00
680	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	SY	$	265.00
685	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	SY	$	265.00
690	Replace Non-City Street Pavement with Temporary Cold Mix	SY	$	105.00

695	Replace Concrete Pavement	SY	$ 290.00
700	Replace Concrete Curb & Gutter	LF	$ 45.00
705	Replace Concrete Sidewalk	SY	$ 190.00
710	Replace Gravel Surface, 0"-2"	CY	$ 55.00
715	Replace Gravel Surface, 2"-4"	CY	$ 65.00
720	Base course/Gravel (crushed or landscape), 0'-3"	SY	$ 35.00
725	Base course/Gravel (crushed or landscape), 3"-6"	SY	$ 45.00
730	Service, 3/4" Single, New Main	EA	$ 1,650.00
735	Service, 3/4" Double, New Main	EA	$ 1,975.00
740	Service, **l",** New Main	EA	$ 1,825.00
745	Service, I 1/2", New Main	EA	$ 3,590.00
750	Service, 2", New Main	EA	$ 3,970.00
755	Service, 3/4" Single, Existing Main	EA	$ 1,650.00
760	Service, 3/4" Double, Existing Main	EA	$ 1,975.00
765	Service, I", Existing Main	EA	$ 1,825.00
770	Service, **l** 1/2", Existing Main	EA	$ 3,590.00
775	Service, 2", Existing Main	EA	$ 3,950.00
780	Service Replacement, 3/4"	EA	$ 1,850.00
785	Service Replacement, Double, 3/4"	EA	$ 2,100.00
790	Service Replacement, I"	EA	$ 1,950.00
795	Service Replacement, **1** 1/2"	EA	$ 3,750.00
800	Service Replacement, 2"	EA	$ 4,125.00
805	Meter Box Relocation/Replacement, 3/4"	EA	$ 1,200.00
810	Meter Box Relocation/Replacement, **l"**	EA	$ 1,400.00
815	Meter Box Relocation/Replacement, 1-1/2"	EA	$ 1,600.00
820	Meter Box Relocation/Replacement, 2"	EA	$ 1,600.00
825	Service Transfer, 3/4"	EA	$ 625.00
830	Service Transfer, I"	EA	$ 725.00
835	Service Transfer, **1** 1/2"	EA	$ 825.00
840	Service Transfer at Main, 2"	EA	$ 850.00
845	Retire Existing Service at Main, 3/4"- 2"	EA	$ 725.00
850	Retire Existing Meter Box & Setting	EA	$ 525.00
855	Adjust Meter Box To Grade	EA	$ 450.00
860	Service Saddle, 3/4" Tap, 4"-12" Main	EA	$ 650.00
865	Service Saddle, I" Tap, 4"-12" Main	EA	$ 775.00
870	Service Saddle, I 1/2" Tap, 4"-12" Main	EA	$ 950.00
875	Service Saddle, 2" Tap, 4"-12" Main	EA	$ 1,075.00
880	Service Tubing, 3/4"	LF	$ 33.50
885	Service Tubing, I"	LF	$ 36.25
890	Service Tubing, I 1/2"	LF	$ 44.00
895	Service Tubing, 2"	LF	$ 53.00
900	Air and Vacuum Valve (individual)	EA	$ 2,350.00
905	Air and Vacuum Valves	GROUP OF 10	$ 21,250.00
910	Automatic Flushing Valve	EA	$ 6,235.00
915	Materials Mark-Up Over Invoice	%	$ 20,000.00
920	Traffic Control Mark-Up Over Invoice	%	$ 8,000.00
925	Street-Cut Permits	Allow.	$ 375.00
930	Project Signs	EA	$ 450.00
935	Archeological Required Delay (after 2 hrs.)	l-IR	$ 375.00

940	Archeological Required Mob/Demob	LS	$	450.00
EMERGENCY REPAIR				
9000	Supervisor's Truck with tools	**HR**	$	35.00
9100	Backhoe/Skid Steer	HR	$	58.00
9200	Compressor with tools	**HR**	$	55.00
9300	Dump Truck	**HR**	$	60.00
9400	Pump	**HR**	$	30.00
9500	Laborer	I-IR	$	43.00
9600	Pipe Fitter	**HR**	$	45.00
9700	Equipment Operator	I-IR	$	58.00
9800	Foreman	**HR**	$	70.00
9900	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	%	$	5,000.00
9950	Materials Mark-Up Over Invoice (multiply $20,000 x your 5 for Item Price)	%	$	20,000.00

Tax Rate: **8.1875%**

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Bill Huey, Water Division Engineer

Subject: Request for Approval of Amendment No. 2 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov).

Vendor Name: Sub Surface Contracting, Inc.

Vendor Number: 1921

Contract Number: 3202777

ITEM AND ISSUE:

The Public Utilities Department Water Division requests approval of Amendment No. 2 to Price Agreement #21-0378 with Sub Surface Contracting, Inc. (Sub Surface) to Increase Maximum Compensation by $542,187.50 for a New Total Contract Amount of $1,626,562.50 including New Mexico Gross Receipt Tax (NMGRT) with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov).

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement #21-0378

BACKGROUND AND SUMMARY:

The City Wide Water Utility Construction Contract is a multi-contractor on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. In July 2021, the Governing Body approved **1TB** No. '21/37/B for $250,000.00 plus NMGRT per year for each of the two contractors, Sub Surface and A.AC. Construction LLC. Due to Supply Chain delays, $467,000.00 in orders from Sub Surface on the previous contract were delayed until after this contract was in effect and were paid under this contract. Current contract possible funding is limited to $29,713.52 without approval of Amendment #3.

This is a multi-contractor award **1TB** to set the applicable Bid Items for future work. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order

for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items.

PROCUREMENT METHOD:

1TB No. '21/37/B FY 21/22 City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** Nov 12, 2024
Comment/ Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202777
The FY25 Project ledger number for City Wide Construction is WTR2550504

$$$$$ **SOURCE/REVENUE: Expense ☐Revenue**

The funding source is:
Fund Name/Number: Water Enterprise Fund 505
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager/ Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS [illegible] Nov 12, 2024 042MSn **Date:** Nov 12, 2024
Comment/Exceptions: _____

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

Yes ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes ☐ No
If yes -> Repair Replacement

Please explain: Contract is used for water line main break emergency repairs and replacements.

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

Project Ledger #: _____

Anticipated length of project: To be determined

Asset Manager Approval: [redacted] **Date:** Nov 12, 2024
Comment/Exceptions: Nov 12, 2024

Department Approvals:

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

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

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov
505-955-4271

ATTACHMENTS:

Amendment No. 2
Budget Amendment Request (BAR)

cc:

Log # *{Finance use QJJy_}*	
Journal # *{Finance use QJJy_}*	

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

DEPARTMENT/ DIVISION NAME	DATE
Public Utilities Department / Water Division	10/29/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550504	542,188	
REVENUES				*{enter as #}*	*{enter as #}*
				$ 542,188	$

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

Please see attached Memo.

Contract (3202777) with Sub Surface Contracting Inc for city-wide water line emergency repairs and replacements

Amendment No. 2, Item No. 21-0378.

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

Fund(s) Affected	Fund Balance Increasel(Decrease)
505	(542,188)
TOTAL:	**(542,188)**

Jonna Leigh Stack for Bill Huey 10/29/2024
Prepared By *{print name}* Date

Division Director Signature *{optional}* **Date**

John O 02410:29 MDT)
Department Director Signature, John Dupuis Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{$ $5,000)* Date

City Manager *{$ $60,000)* Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2024

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

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

PRODUCER License# 0757776	2 AAI cT Michelle Vialpando	
HUB International In surance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, **NM** 87505	(PAH,cONN0E E): **(505)** 992-1873	(FAAtxc N 0)▪(866) 487-3972
	ii:1'1IJ ss: michelle.vialpando@hubinternational.com	
	INSURER($) AFFORDING COVERAGE	NAIC#
	1NsURERA:ACUITY, A Mutual Insurance Company	14184
INSURED	INSURER B:Builders Trust of New Mexico	
Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, **NM** 87507	INSURERC:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

I f	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	,oj'''''''''''''mu,a,un CLAIMS-MADE [K] OCCUR X PD Ded: $500 E] POLICY [K] T [ ] LOC GEN'LAGGREGATELIMITAPPLIESPER OTHER	X		275944	7/1/2024	7/1/2025	EACHOCCURRENCE DAMAGETO RENTED PREMISES(Eaoccurrence) MEDEXP(Anyone person) PERSONAL& ADVINJURY GENERALAGGREGATE PRODUCTS· COMP/OPAGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANYAUTO OWNED AUTOSONLY X HIRED AUTOSONLY NON-OWNED AUTOSONLY			275944	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Eaaccident) BODILY INJURY (Perperson) BODILY INJURY (Peraccident) PROPERTY DAMAGE (Peraccident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED [K] RETENTION $ 0			275944	7/1/2024	7/1/2025	EACHOCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [Y] (Mandatory in NH) If yes,describeunder DESCRIPTIONOF OPERATIONSbelow	N/A		0692	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L.EACHACCIDENT E.L.DISEASE· EAEMPLOYEE E.L.DISEASE·POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			275944	7/1/2024	7/1/2025	Ded: $500 / Limit:	200,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
73 Paseo Real
Santa Fe, **NM** 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, **NM** 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAICCODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEEP 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/LocationsNehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a primary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section Ill - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED-COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CG-7277(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CITY **OF SANTA** FE
AMENDMENT No. 1 TO
PRICE AGREEMENT# 21-0378

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PRICE AGREEMENT, July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to remove the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million dollars ($1,000,000) excluding gross receipts tax for a total of 4 years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty-four thousand three hundred seventy-five dollars ($84,375) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty-four thousand three hundred and seventy-six dollars ($1,084,376). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to**

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 23, 2022

CONTRACTOR:
su. sURFACE CONTRACTING.

.tif E & TITLE 7

Date: f--14 - ZZ--

CRS# 02104256000
Registration #4691

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK <2k.,,.-
GB MTG 05/11/2022 {}J

CITY ATTORNEY'S OFFICE:

/1af'C()J/vftlfti1te?
Marco Martinez (Apr 11, 2022 0811 MDT)

Apr 11, 2022

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

A/etzrutem
Alexis Lotero (May 2fllll.21:51 MDTJ

M,º,RY MGGQ>i', FINANCE DIRECTOR
5050386.520200tflL

AH

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (1TB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that ifthere is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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

Assignment:

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

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

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

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

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

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

Taxes: The unit price shall exclude all state taxes.

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

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

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

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

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

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

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

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

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

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

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

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

ARTICLES

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

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

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

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

Article IV - Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill oflading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

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

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office. If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

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

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

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

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

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

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

Article X - Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI - Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# 21-0378
Munis Contract#____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION,** hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scone of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules ofITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. ComJ!ensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

E. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is

postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30,** 2025unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all propertytitled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiali,!y.

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

12. Product of Service - Co)llright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Chan e Orders.

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum often (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merier.

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

17. Entire Agreement.

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

18. Penalties for violation oflaw.

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

19. Egual Ol!)!ortuni!Y ComJ!liance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. A]!]!licable Law.

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

21. Workers ComJ!ensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

22. Professional Liabili!Y Insurance.

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

23. Other Insurance

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

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

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

24. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

25. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

26. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation ofliability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

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

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. Authoritt.

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

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

CITY OF SAA'TA FE:

ALAN WEBBER, MAYOR

DATE: **Aug 4, 2021**

CONTRACTOR:
SUB SURFACE CONTRACTTNG INC.

NAME

Be-Ngft(qJEL
TITLE

DATE: & -/7-:2.0J.., /

CRS# **t2104256100**
Registration# 46991

ATTEST:

!s:11,rti1teYthelcic
Kristine Mihelcic (Aug4, 202114:46 MDT)

KRISTINE **BUSTeS** M IHIELClC, CITY CLERK
GB MTG 07/28/2021 {)T

CITY ATTORNEY'S OFFTCE:

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r•.-1arcosMiiftinet (JLm 16, '202116:07 MOT;

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5t50395.572970 &lfL
Org. Name/Org#. AJH

WTR1950536

GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024

Interim Agreement Report 2024-11-12

Created:	2024-11-12
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAApjATGnlxq3NOmSG08YbSOyQhD_Zc_zuk

Agreement History

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

"GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024" History

Document created by JAMES EDWARDS Uwedwards@santafenm.gov)
2024-11-12- 2:56:51 PM GMT- IP address: 97.182.23.177

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-11-12 - 2:59:45 PM GMT

Powered by Adobe Acrobat Sign

GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024

Final Audit Report 2024-11-12

Created:	2024-11-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhzi69-TfuhrCTZ5ZMtKTWKEN9Z-a9J0O

"GB Subsurface CW Contract 3202777 Amend 2 Full Packet For Purchasing Budget FD Sig 11Nov2024" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-11-12 - 5:31:21 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-12 - 5:32:28 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2024-11-12 - 5:41:58 PM GMT- IP address: 104.47.64.254

Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2024-11-12 - 5:42:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-12 - 5:42:33 PM GMT

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25-0129 Sub Surface Contracting, Inc.

Final Audit Report 2025-03-28

Created:	2025-03-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPu74bgZVcW_R-JC2WRpPduqao9wmXRE

"25-0129 Sub Surface Contracting, Inc." History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-03-27 - 11:21:33 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-03-27 - 11:23:17 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-03-28 - 2:18:04 AM GMT- IP address: 104.28.48.217

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-03-28 - 2:18:14 AM GMT-Time Source: server- IP address: 73.242.252.236

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-03-28 - 2:18:18 AM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-28- 5:01:56 PM GMT- IP address: 104.47.65.254

Document e-signed by **ANDREA SALAZAR** (asalazar@santafenm.gov)
Signature Date: 2025-03-28 - 5:02:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-03-28 - 5:02:04 PM GMT

GABALDON, RACHEL D.

From: HUEY, BILL C.
Sent: Tuesday, May 6, 2025 12:38 PM
To: JONNA L. STACK; JIMENEZ, NANCY L.; EDWARDS, JAMES W.
Cc: ROACH, JESSE D.; MONTOYA, JONATHAN M.; DELMAR, JOHN P.
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Nancy,
I do not know if either of these "projects", City Wide Construction (CW) or Priority Line Replacement (PLR) are included in Water's budget. Jonathan/Jesse will know. PLR is a CIP project for sure. I believe that CW may be now, but was historically from money set aside by T&D & SOS.

If they are in the budget that will be approved, good. I just DO NOT want to end up in July learning that there is not any money set aside to fund the POs that Water needs. Waiting until July 30 at quickest or even August 13/27 will not work.

From: JONNA L. STACK <jlstack@santafenm.gov>
Sent: Tuesday, May 6, 2025 12:14 PM
To: JIMENEZ, NANCY L. <nljimenez@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Hi Nancy.
To answer your question of me ("did you not place in the budget for these expenses for FY26?"); I will not place anything in a budget unless I am asked to move budget.

My reference to BARs was just a response to Bill's statement about BARs. Sorry if that was not clear. Next time I'll speak directly to someone to avoid confusion and unnecessary email exchanges.

Thanks Nancy.

Jonna Leigh Stack
Project Administrator
City of Santa Fe Water
Office 505-955-4206
Email jlstack@santafenm.gov
Web www.santafenm.gov/water_division

From: JIMENEZ, NANCY L. <nljimenez@santafenm.gov>
Sent: Tuesday, May 6, 2025 9:52 AM
To: JONNA L. STACK <jlstack@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; DELMAR,

JOHN P. <jpdelmar@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Why would we need BARs did you not place in the budget for these expenses for FY26?

Nancy L. Jimenez
Utility Billing Division Director
City of Santa Fe Public Utilities Department
505-955-4364

From: JONNA L. STACK <jlstack@santafenm.gov>
Sent: Monday, May 5, 2025 9:58 AM
To: HUEY, BILL C. <bchuey@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; JIMENEZ, NANCY L. <nljimenez@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Hey Bill.

Begin drafting the four contract memos filling in the information needed for each contractor and contract.
The required memo template is attached.
Send to me and I will finalize and share again with you before I send them to James.
It is my understanding the memos are required for Purchasing when Marcos and the contractor have signed the contract.

Next year's POs can be created and funded with BARs after the amounts are in the new FY Budget.

Jonna Leigh Stack
Project Administrator
City of Santa Fe Water
Office 505-955-4206
Email jlstack@santafenm.gov
Web www.santafenm.gov/water_division

From: HUEY, BILL C. <bchuey@santafenm.gov>
Sent: Monday, May 5, 2025 8:15 AM
To: EDWARDS, JAMES W. <jwedwards@santafenm.gov>; JONNA L. STACK <jlstack@santafenm.gov>; Requests PUD Admin <requestspudadmin@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; JIMENEZ, NANCY L. <nljimenez@santafenm.gov>
Subject: FW: Contract Term question in regards to items soon to be sent for signatures
Importance: High

James/Jonna,
See Jesse's email below. We need to continue/complete the packages to extend both "projects" City Wide Construction (3202927 & 3202929) and Priority Line Replacement (3202777 & 3202778). Water needs to get a Legal approved set of four contracts, four Memos and if needed four BARs so that the projects will receive their next year POs as soon as possible next FY since the Water Division doesn't have capacity to do this work without contractors.

Please contact me with any questions.

I believe you both know what we are trying to do, extend the contract term to 10 years from initiation, extend/increase the contract compensation cap, set the yearly budget to whatever is approved (why thinking we need BARs, but....) and allow for a optional yearly increase to the Unit Rates with adequate justification.

Stay Safe/Stay Well

Bill Huey
Santa Fe Water Div. – Engineer
(505) 235-2725 (cell)
(505) 955-4273 office

From: ROACH, JESSE D. <jdroach@santafenm.gov>
Sent: Sunday, May 4, 2025 9:04 PM
To: HUEY, BILL C. <bchuey@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Travis and Marcos agree we can amend to 10 years. Please proceed.

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Friday, May 2, 2025 1:26 PM
To: ROACH, JESSE D. <jdroach@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>
Cc: DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: Re: Contract Term question in regards to items soon to be sent for signatures

I am, and I believe these contracts were determined to be construction services, they had, however, inadvertently attached the PSA template in the bid. At least that's my understanding.

Marcos Martínez
CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: ROACH, JESSE D. <jdroach@santafenm.gov>
Sent: Friday, May 2, 2025 9:14 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; HUEY, BILL C. <bchuey@santafenm.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA,

JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Marcos,
Can you confirm agreement with my assertion that if procurement is ok with this you are good? See highlighted text below.
Thank you

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, May 1, 2025 8:51 PM
To: HUEY, BILL C. <bchuey@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: Re: Contract Term question in regards to items soon to be sent for signatures

Good evening, if Marcos thinks this will work so do I. You probably need a new service determination. Please send the scope in reply to this email.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

> On May 1, 2025, at 3:31 PM, HUEY, BILL C. <bchuey@santafenm.gov> wrote:
>
> Thank you Jesse.
>
> ---
>
> **From:** ROACH, JESSE D. <jdroach@santafenm.gov>
> **Sent:** Thursday, May 1, 2025 3:20 PM

To: HUEY, BILL C. <bchuey@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: RE: Contract Term question in regards to items soon to be sent for signatures

Travis,
Floating this back up. We would like to amend these construction contracts to 10 year terms. My understanding is there is no legal issue with that, however, the ITB used to procure did include a draft professional services contract with a 4 year term. My interpretation of this would be that the ITB didn't explicitly state the resulting contract would be limited to 4 years, so we can amend the construction contracts to 10 years, but we would like your blessing on this interpretation.
Thanks

From: HUEY, BILL C. <bchuey@santafenm.gov>
Sent: Wednesday, April 30, 2025 11:06 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROACH, JESSE D. <jdroach@santafenm.gov>; DELMAR, JOHN P. <jpdelmar@santafenm.gov>; MONTOYA, JONATHAN M. <jmmontoya@santafenm.gov>
Subject: Contract Term question in regards to items soon to be sent for signatures

Mr. Dutton-Leyda,

The Water Division is preparing packets to amend four of our construction contracts to extend the term to 10 years total rather than the original four-year terms in the contracts. The original four-year term cited the requirement for professional services contracts which does not actually apply in this case as these are construction contracts. The contracts are for our Priority Line Replacement and Citywide Emergency On-Call projects.

There is a question about the original ITB's used to procure these contractors, and whether anything in the ITB's would prohibit us from amending the contract term. The only place the four year term was mentioned in the ITB was in the sample contract, which cited the requirement for professional services contracts. The same section of the state statute (Section 13-1-150 NMSA 1978) cited in the contract term allows for 10 year terms on construction contracts (that exceed $25,000) and is cited many other times throughout the ITB without reference to a four year term limit. Do you see any reason why the procurement method and details in the ITB would prohibit us from amending the contract term?

Below is a snip from the contract that City Wide Construction was bid under. Almost identical text can be found in how the Priority Line Replacement contract was bid; I have also attached a PDF of the 2021 revision to Section 13-1-150 NMSA.

1. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

Neither project/contract is for professional services, they are for construction services which should be limited to a 10-year term, based on the same statute. The fact that we used the ITB for

procurement verifies that the original determination was for construction, not professional services, and the contract is for construction services. I believe that the reference to professional service contract term should not have been in the contract, but should not prohibit us from amending the contract term to 10 years, but wanted to get your take on this matter. The amendments were submitted for legal review (jot form) several weeks back, and packets should be coming to you for review soon. If you want to discuss, please either give me a phone call on my cell phone (505) 235-2725 or request a meeting.

The Water Division depends very heavily on two contracts to maintain and repair the water mains in the City. Emergency main breaks are almost always handled by City Wide Construction (Contracts # 3202777 & 3202778) awarded 7/28/2021 since the Water Transmission and Distribution (T&D) section doesn't have either the equipment or manpower to handle any but small water main breaks. The replacement of water mains that are no longer usable is the task of Priority Line Replacement (Contracts # 3202927 & 3202929) awarded 9/09/2021 as this work is much larger than T&D can handle.

Without these two contracts/contractors the City could not continue to provide drinking water to our customers. Both of these contracts City Wide (CW) and PLR were initiated as Bid selected Price Agreements. Water believes that during the initial bid, the contract terms limits were incorrectly set to four (4) years as if they were Engineering Service contracts instead of Construction contracts which have a term limit of 10 years under Section 13-1-158 NMSA 1978, 2021 Revision.

Stay Safe/Stay Well

Bill Huey
Santa Fe Water Div. – Engineer
(505) 235-2725 (cell)
(505) 955-4273 office

Signature: 

Email: xivigil@santafenm.gov

Signature: Bill Huey

Email: bchuey@santafenm.gov

Sub Surface BAR and Memo

Final Audit Report 2025-08-07

Created:	2025-08-07
By:	Amanda Britt (apbritt@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj-N7BER-ZfUmcKFsC6bdBzxdOMjfi7oa

"Sub Surface BAR and Memo" History

Document created by Amanda Britt (apbritt@santafenm.gov)
2025-08-07 - 2:08:10 PM GMT- IP address: 63.232.20.2

Document emailed to BILL HUEY (bchuey@santafenm.gov) for signature
2025-08-07 - 2:12:17 PM GMT

Email viewed by BILL HUEY (bchuey@santafenm.gov)
2025-08-07 - 2:47:30 PM GMT- IP address: 63.232.20.2

Document e-signed by BILL HUEY (bchuey@santafenm.gov)
Signature Date: 2025-08-07 - 2:47:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to jmmontoya@santafenm.gov for signature
2025-08-07 - 2:47:57 PM GMT

Restricted visibility Email viewed by jmmontoya@santafenm.gov
2025-08-07 - 3:35:26 PM GMT- IP address: 104.47.64.254

Signer jmmontoya@santafenm.gov entered name at signing as Jonathan Montoya
2025-08-07 - 3:35:53 PM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Jonathan Montoya (jmmontoya@santafenm.gov)
Signature Date: 2025-08-07 - 3:35:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-08-07 - 3:35:57 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-08-07 - 3:50:42 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-08-07 - 3:51:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2025-08-07 - 3:51:01 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-08-07 - 7:58:59 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-08-07 - 7:59:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-07 - 7:59:40 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: August 7, 2025

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

From: Bill Huey, Water Division Engineer BH

Via: Jesse Roach, Interim Public Utilities Department Director JR

Jonathan Montoya, Interim Water Division Director JM

Subject: Request for Approval of a FY2026 BAR in the Amount of $3,000,000.00 (including NMGRT) for A.A.C Construction, LLC to allow the Fiscal Year's work to be continued under Priority Line Replacement Price Agreement.

Vendor Name: A.A.C. Construction, LLC

Munis Vendor Number: 7958

ITEM AND ISSUE:

Last June, the Governing Body Approved Amendment No. 4 to Price Agreement Item # 21-0483 and Item # 23-0183 with A.A.C. Construction, LLC (AAC) to Increase Maximum Compensation by $14,958,124.70 for a New Total Contract Amount of $20,000,000.00 Including NMGRT, Increase Contract Term to 10 years with Future Yearly Budgets set by Budget Availability. Unfortunately, due to administrative issues, the BAR form was not included in the package as intended. The Water Division requests approval of the attached BAR to fund this year's work.

Action Requested: Approval of FY2026 BAR for Price Agreement #21-0483 and #23-0183

CONTRACT NUMBER:

Munis Contract #3202927

BACKGROUND AND SUMMARY:

The Priority Line Replacement (PLR) Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division is requesting approval of the attached FY 2026 BAR for $3,000,000.00 (including NMGRT) additional funding to allow for next Fiscal Year's work to be conducted.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT / 505

Munis Org Name/Number: WTR CapProj/ 5050395

Munis Object Name/Number: WIP Constr/ 572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB/PA No. 21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP#3058 approved by City Council 9/12/2021

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**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: **WTR2550521**

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

Comment/Exceptions: **Contract is used to replace obsolete sections of our water mains.**

Department Contract Administrator Contact Info: Amanda Britt apbritt@santafenm.gov

ATTACHMENTS:
Budget Adjustment Request
Contract Amendment No. 4
Original Contract Packet with Amendments

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/6/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	PL WTR1950535	3,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,000,000	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreement Award of Bid 21/43/B TO A.A.C Construction CIP3058

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(3,000,000)
TOTAL:	**(3,000,000)**

Amanda P. Britt — 8/6/2025
Prepared By *{print name}* — Date

Jonathan Montoya
Jonathan Montoya (Aug 7, 2025 09:35:11 MDT)
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 #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

memo

Date: June 13, 2025

To: Public Works and Utilities Committee / Finance Committee

Via: Jonathan M. Montoya, Acting Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request to Approval of Amendment No. 4 to Price Agreement Items # 21-0483 and 23-0183 with A.A.C. Construction, LLC. to Increase Maximum Compensation by $14,958,124.70 for a New Total Contract Amount of $20,000,000.00 Including NMGRT and Increase Contract Term to 10 years with Future Yearly Budgets Set by Budget Availability, and for a BAR Approval in the Amount of $3,000,000

Vendor Name: A.A.C. Construction, LLC.

Vendor Number: 3202927

ITEM AND ISSUE:

The Water Division Requests Approval of Amendment No. 4 to Price Agreement Item # 21-0483 and Item # 23-0183 with A.A.C. Construction, LLC (AAC) to increase maximum compensation by $14,958,124.70 for a new total contract amount of $20,000,000.00 including NMGRT and increase contract term to 10 years with future yearly budgets set by budget availability, and Approval for a BAR in the amount of $3,000,000. (Bill Huey, Engineer, bchuey@santafenm.gov).

Action Requested: Approval of Amendment No. 4 to Price Agreement #21-0483 and #23-0183

BACKGROUND AND SUMMARY:

The Priority Line Replacement (PLR) Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface and AAC for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

AAC and Sub Surface are the primary PLR contractors for main line breaks. The Water Division is requesting approval to extend the Contract Term with AAC to 10 years from award date and to increase

the maximum contract amount to $20,000,000.00 including NMGRT. If approved the extended contract term will end on June 30, 2031.

The Water Division is also requesting approval of the attached BAR for $3,000,000.00 including NMGRT for FY26 work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. 21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 9/12/2021.

Chief Procurement Officer Approval: _____ **Date:** 06/17/2025
Comment/Exceptions: NMSA 1978, Section 13-1-102

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3202927.

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: ALEXIS LOTERO (Jun 17, 2025 10:38 MDT) **Date:** 06/17/2025
Comment/Exceptions: _____

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

☒Yes | ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used to replace obsolete sections of our water mains.

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

Project Ledger #: WTR2550521

Anticipated length of project: To be determined

Asset Manager Approval: Josie Bolden **Date:** 06/16/2025
Comment/Exceptions:

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

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

Department Contract Administrator Contact Info:

ATTACHMENTS:

1. Contract 3202927 Amendment No. 4
2. Budget Adjustment Request
3. Original Contract Packet with Amendments

cc:

Item # 25-0281
Munis Contract # 3202927
Original Contract Item # 21-0483
ITB # 21/43/B

CITY OF SANTA FE
AMENDMENT No. 4 TO PRIORITY LINE REPLACEMENT
PRICE AGREEMENT # 21-0484

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE ON CALL PRIORITY LINE REPLACEMENT PRICE AGREEMENT, CIP #3058, dated September 12, 2021 (the "Contract"), between the City of Santa Fe (the "City") and A.A.C. Construction, LLC., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call construction Services for the Priority Line Replacement Contract for the City of Santa Fe Water Division.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of fourteen million, nine hundred and fifty-eight thousand, one hundred and twenty-four dollars and seventy cents ($14,958,124.70) so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED UNIT PRICE SHEETS, such compensation not to exceed twenty million dollars ($20,000,000.00) including New Mexico Gross Receipts Tax ("NMGRT") over a total of ten (10) years. The total amount payable to the Contractor under this Agreement, including NMGRT paid at the rate of 8.1875%, and expenses, shall not exceed twenty million dollars ($20,000,000.00) for the term of this Agreement. Payment will depend on budget availability at the time of purchase.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performedand expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, andoutlining steps the Contractor may take to provide remedial action. Upon certification by the Citythat the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

.

D. **Unit Rate Price Adjustments:**

The contractor(s) awarded under this solicitation will have an initial contract term of one (1) year, with the option for the City to extend the contract for up to nine (9) additional one-year terms, for a total of ten (10) years. To ensure competitive pricing, bidders are expected to provide firm pricing for the initial year. If the contract is extended, contractors may request a price adjustment to their Unit Rates for each subsequent year by submitting a written request with supporting documentation at least 30 days prior to the extension. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final . **No price increase shall result in a higher profit margin.** Pricing changes will apply to Work Orders entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to Work Orders already in-house or back-orders. Work Orders will be filled at the price in effect on the date of receipt of the Work Order by the contractor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Unit Rate Item Price(s)
Proposed Unit Rate Item Price(s)
Percentage of Increase

Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM.

Article 3 of the Contract is hereby deleted in its entirety and replaced by the following:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2031,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150NMSA 1978, no contract term for a construction services contract, including extensions and renewals, shall exceed ten years, except as set forth in Section 13-1-150 NMSA 1978.

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 29, 2025 18:22 MDT)

ALAN WEBBER, MAYOR

DATE: 06/29/2025

CONTRACTOR:
A.A.C. Construction, LLC.

Andrew Sisneros (Jun 12, 2025 18:02 MDT)

Andrew Sisneros, President

DATE: 06/12/2025

CRS # 02104256000

Registration # 46991

ATTEST:

ANDREA SALAZAR (Jun [illegible], 2025 07:10 MDT)

CITY CLERK

GB MTG 06/25/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 13, 2025 08:16 MDT)

MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

3202927 CA 4

Final Audit Report 2025-06-13

Created:	2025-06-12
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADITrj2IYL6crW6BHI-MC1FUf5KdUsmlX

"3202927 CA 4" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-06-13 - 2:15:57 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-06-13 - 2:16:10 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-06-13 - 2:16:10 PM GMT

Powered by Adobe Acrobat Sign

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2025

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

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

PRODUCER
USI Southwest Inc. NM - CL
4100 Osuna Road NE Suite 2-203
Albuquerque, NM 87109

CONTACT NAME: Isai Gomez
PHONE (A/C, No, Ext): 602-374-1341 FAX (A/C, No):
E-MAIL ADDRESS: isai.gomez@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Admiral Insurance Company	24856
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXL9557153	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE 	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890110	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liab w/ Pollution			EO000062689	04/17/2024	04/17/2025	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Ded	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

RE: Various Jobs and Projects

CITY OF SANTA FE

Purchasing Memo

Date: February 3, 2025

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

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Via: Jesse D. Roach, Interim Public Utilities Department Director. Alan Webber

Subject: Request approval of Amendment No. 3 to Price Agreement Item # 24-0653 with A.A.C. Construction LLC (AAC) to Correct Contract Compensation Language**.** (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Contract Number: 3202927

Munis Vendor Number: 7958

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 3 to correct compensation language in the contract for Amendment 2. All memo language will stay the same as it was in Amendment 2.

On November 13, 2024 the Governing Body approved the Public Utilities Department, Water Division request for approval of Amendment No. 2 to Price Agreement Item # 23-0183 (Munis contract number 3202927) with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. However, the amount in the contract was inaccurate.

Paragraph 1. Compensation, of Amendment 2 stating the total amount payable to the Contractor shall not exceed $5,438,228.27 has been changed to the correct amount of $5,041,875.30.

CONTRACT NUMBER:

The Munis contract number is 3202927

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY 2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds. The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line repairs and replacements. The contract is funded from the CIP budget for Transmission and Distribution to work on their infrastructure.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/Fund 500

Munis Org Name/Number: Water CIP/5050395

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins LAZAR **Date:** Mar 4, 2025

Budget Officer Comment/Exceptions: GB MTG 02/26/2025

PROCUREMENT METHOD:

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

Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer (CPO) / Designee: Travis Dutton-Leyda **Date:** Feb 13, 2025

CPO Comment/Exceptions: 25-0082

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: WTR2550524

Approval: Josie Bolden **Title:** Controller **Date:** Feb 12, 2025

Comment/Exceptions: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

Department Contract Administrator Contact Info:

Gina Wolff, vawolff@santafenm.gov

ATTACHMENTS:
Amendment No. 3
Budget Amendment Request (BAR)
Original Contract Packet 3202927 with Amendments 1 & 2

Item#_____
Munis Contract#3202927
Original Contract Item#21-0483
CIP #3058

CITY OF SANTA FE
AMENDMENT No. 3 TO
The Priority Line Replacement Price Agreement
ITEM#21-0483

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE Agreement, dated September 10, 2021 (the "Agreement"), between the City of Santa Fe and A.A.C. Construction, LLC. The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is replaced entirely with the following language:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to five million, forty-one thousand, eight hundred and seventy-five dollars ($5,041,875.00). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling three hundred eighty-six thousand five hundred fifty-one dollars and sixty-five cents ($386,551.65) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million forty-one thousand eight hundred**

seventy-five dollars ($5,041,875.00). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Mar 4, 2025 14:00 MST)

Alan Webber, Mayor

DATE:_____

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (Jan 31, 2025 06:08 MST)

Andrew Sisneros

DATE: Jan 31, 2025

TITLE: Managing Member

NMBTIN: _____
CRS# 03-157349-00-5

ATTEST:

ANDREA SALAZAR (Mar 4, 2025 14:01 MST)

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 31, 2025 09:41 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER

FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov)

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement # 23-0183

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of $1,000,000 to this contract, $500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of $1,581,875.00 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:** Nov 1, 2024
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number for AAC is 3202927
The FY25 Project ledger number for Priority Line Replacement is WTR2550521

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number*:* _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** Oct 31, 2024
Comment/Exceptions: _____

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

☒Yes | ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

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

Project Ledger #: _____

Anticipated length of project: To be determined _____

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

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

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

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:
Contract 3202927 Amendment No. 2
Budget Amendment Request (BAR)

cc:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,581,875	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,581,875	$ -

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

Please see attached Memo.

Contract (3202927) with A.A.C. Construction LLC for priority line repairs Amendment No. 2

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,581,875)
TOTAL:	**(1,581,875)**

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By *{print name}* — Date

Oct 31, 2024
Division Director Signature *{optional}* — Date

John Dupuis (Oct 31, 2024 15:27 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Client#: 2003588 AACCON2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2024

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

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

PRODUCER	CONTACT NAME: Isai Gomez	
USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	PHONE (A/C, No, Ext): 602-374-1341	FAX (A/C, No):
	E-MAIL ADDRESS: isai.gomez@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Mutual Insurance Company	13692
INSURED A.A.C. Construction, LLC 18 La Luna Rd Santa Fe, NM 87507	INSURER B : New Mexico Mutual Casualty Company	40627
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CPT9557153	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $500,000 $15,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	1000111796	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			CXL9557153	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	93890109	04/04/2024	01/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Leased/ Rented Equipment			CPT9557153	01/01/2024	01/01/2025	$336,611 - Limit $1,000 - Deductible	

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

The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.

The Genreral Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of (See Attached Descriptions)

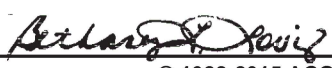
CERTIFICATE HOLDER

City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.
The Inland Marine policy includes a Loss Payee endorsement that provides Loss Payee status to the Certificate holder as respects to the above referenced.

RE: Various Jobs and Projects

Item # 23-0183
Munis # 3202927

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE AGREEMENT
ITEM# 21-0483

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT, dated September 8, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and AAC Construction, LLC, (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Priority Line Replacement work for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two million two hundred and ten thousand dollars ($2,210,000) including applicable gross receipts tax, so that Article 2, paragraph A reads in its entirety:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred and ninety three thousand one hundred and sixty two dollars and seventy five cents ($3,193,162.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two hundred and sixty six thousand eight hundred and thirty seven dollars and twenty five cents. ($266,837.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three million four hundred and sixty thousand dollars ($3,460,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without**

compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Apr 30, 2023

CONTRACTOR:
AAC Construction, LLC

Andrew Sisneros

Digitally signed by Andrew Sisneros
DN: cn=Andrew Sisneros, o=A.A.C. Construction, LLC, ou, email=andrew@cnspj.net, c=US
Date: 2023.03.28 06:08:49 -06'00'

NAME & TITLE

Managing Member

Date: 3-28-2023

CRS# 03-157349-00-5
Registration # 19-00127501

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 04/26/23

CITY ATTORNEY'S OFFICE:

Patricia Feghali
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 5, 2023 18:22 MDT)

Apr 5, 2023

EMILY OSTER, FINANCE DIRECTOR

5050395.572970 WTR1950536
Org/Obj

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Replacement

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: as approved Term End Date: 6/30/25

☑ Approved by Council Date: Pending

Contract / Lease: Contract $1,250,000

Amendment # 1 to the Original Contract / Lease # 21-0483

Increase/(Decrease) Amount $ $3,460,000

Extend Termination Date to: N/A

☉ Approved by Council Date: Pending

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract # 21-0483 $1,250,000 approved 9/8/21

3. Procurement History: 21/43/B

For Apr 5, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: amending compensation

4. Funding Source: Water Enterprise Fund CIP Org / Object: 5050395.572970

Andy Hopkins (Apr 5, 2023 17:21 MDT) Apr 5, 2023

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: May 20, 2022

Classification: Out of Jurisdiction Contractor - General

Expiration Date: May 20, 2023

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 1c 2.7.2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey Bill Huey Engineer

Department Rep Printed Name (attesting that all information included) Title Date

for Apr 5, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	3/17/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	5,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 5,000,000	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Amendments #1 to A.A.C Construction and Sub Surface for

FY 23 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(5,000,000)
TOTAL:	**(5,000,000)**

Maya Martinez 3/17/2023
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

John Dupuis (Apr 4, 2023 17:41 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 4/5/23
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico

memo

Date: August 9, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Michael R. Moya, T&D Section Manager MM
Bill Huey, Water Division Engineer Associate BH

Via: Jesse D. Roach, Water Division Director JR

RE: Request to award bid number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC.; Request approval of a Budget Adjustment Request/Budget increase in the amount of $3,500,000.

ITEM AND ISSUE:

The Water Division requests award of bid number '21/43/B for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C. Construction, LLC for the remainder of four (4) Fiscal Years, FY 2021-22 until FY2024-25. Initial funding of $3,500,000 inclusive NMGRT is requested for FY2021-22. Funding is broken down for each contractor as follows: $2,250,000.00 inclusive of NMGRT for Sub Surface and $1,250,000.00 inclusive of NMGRT for AAC. .Future funding will depend upon the availability of CIP funds.

BACKGROUND AND SUMMARY:

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure. The initial Contract amount is limited to $3,500,000.00 inclusive of New Mexico Gross Receipt Tax (NMGRT).

This is was multi-contractor award ITB to set the applicable Bid Items for future work. The ITB was only used to select the winning Contractors. Future work will be assigned under fully signed Work Orders for planned work on will be followed with a signed Work Order for Emergency repair. The exact type of work required will be used to select from the applicable Bid Items. Not every Bit Item is anticipated to be used.

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 17, 2021 and were subsequently evaluated for completeness and accuracy. The low bid in the amount of $892,448.25 plus NMGRT was submitted by Sub Surface Contracting, Inc. A second acceptable bid of $933,364.22 was submitted by A.A.C. Construction, LLC. The Water Division is planning on replacing pipe on multiple streets in the Apache, San Ildefonso, San Felipe, MaClovia, Isabel and Rosina neighborhood, as well as Bishops Lodge between Artist and Murales Roads, Lorenzo Road, Malaga

Lane, Pino Road, San Isabel Street, Sosaya Street, Camino Santander and Camino Santiago/Camino Matias.

A summary of the bids is provided below:

Bidders	Total Bid without NMGRT	Bid Including Veterans preference without NMGRT
Sub Surface Contracting, Inc.	$892,448.25	$821,052.39
A.A.C. Construction, LLC	$933,364.22	
TLC Plumbing & Utility	$1,158,308.40	
Blueline Construction, Inc.	$1,476,101.57	
Allied 360 Construction, LLC	$2,364,321.74	

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202929
A.A.C Construction # 3202927

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2022
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of $1,600,000.00 plus NMGRT upon approval of the BAR Budget Increase.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc. and A.A.C Construction, LLC for the FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B for a total amount of $3,500,000.00 inclusive of NMGRT for FY2021-22.

- Approval of the BAR – Budget Increase in the amount of $3,500,000 from the Water Enterprise Fund cash balance into the Water CIP fund for FY 2022.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	8/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Construction	5050395	572970	WTR1950535	3,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,500,000	$ -

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

Budget Increase from Cash Balance in Water Enterprise Fund for Priority Line Replacement

Price Agreements Award of Bid 21/43/B to A.A.C Construction and Sub Surface for

FY 2022 CIP3058

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(3,500,000)
TOTAL:	**(3,500,000)**

Maya Martinez — 8/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Shannon Jones — 3/19/2021
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 8/20/21
Andy Hopkins (Aug 20, 2021 11:52 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item# 21-0483
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **A.A.C. CONSTRUCTION**., hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State andCity inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents ($1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents ($97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars ($1,250,000)). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended dateof termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision asto whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company

authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surcty to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works Building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest: Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable

provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) The impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, andSanta Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor

property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and #2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles,with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available tothe Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damageto persons or property during the time when the Contractor or any officer, agent, employee, servantor subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor,the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.NMSA 1978, as amended. The city and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico

Tort Claims Act.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)

NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:10 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	$ 32.50	$ 1,137.50	$ 30.00	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	$ 38.00	$ 1,330.00	$ 36.00	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	$ 36.00	$ 3,600.00	$ 34.00	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$ 43.50	$ 2,175.00	$ 42.00	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	$ 40.50	$ 6,075.00	$ 39.00	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	$ 49.00	$ 3,675.00	$ 48.00	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	$ 46.75	$ 9,350.00	$ 45.50	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$ 56.00	$ 1,960.00	$ 52.00	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	$ 52.00	$ 5,200.00	$ 49.00	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$ 69.37	$ 3,468.50	$ 66.75	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	$ 66.25	$ 9,937.50	$ 64.50	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	$ 87.00	$ 4,350.00	$ 79.00	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	$ 103.50	$ 5,175.00	$ 97.00	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	$ 167.50	$ 8,375.00	$ 100.00	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$ 42.00	$ 1,470.00	$ -	$ -
80	50	LF	4" DI Water Main, cip, <100'	$ 63.75	$ 3,187.50	$ 57.50	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	$ 56.50	$ 5,650.00	$ 56.00	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$ 63.50	$ 4,762.50	$ 53.00	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	$ 56.50	$ 14,125.00	$ 51.00	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	$ 68.00	$ 5,100.00	$ 60.25	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	$ 73.00	$ 18,250.00	$ 58.00	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$ 77.00	$ 2,695.00	$ 65.00	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	$ 74.00	$ 7,400.00	$ 63.00	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	$ 99.00	$ 4,950.00	$ 78.00	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$ 89.50	$ 8,950.00	$ 74.00	$ 7,400.00
130	50	LF	14" DI Water Main, cip	$ 115.50	$ 5,775.00	$ 87.00	$ 4,350.00
135	50	LF	16" DI Water Main, cip	$ 139.50	$ 6,975.00	$ 101.00	$ 5,050.00
140	50	LF	24" DI Water Main, cip	$ 207.00	$ 10,350.00	$ 159.00	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$ 41.00	$ 3,075.00	$ 8.00	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	$ 98.00	$ 4,900.00	$ 12.00	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$ 154.00	$ 3,850.00	$ 30.00	$ 750.00
160	20	CY	Rock Excavation	$ 325.00	$ 6,500.00	$ 220.00	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$ 50.00	$ 15,000.00	$ 65.00	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$ 36.00	$ 2,700.00	$ 24.00	$ 1,800.00
175	1,000	LB	Fitting Installation	$ 4.50	$ 4,500.00	$ 4.00	$ 4,000.00
180	500	LB	Fitting Insertion	$ 26.00	$ 13,000.00	$ 34.00	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$ 60.00	$ 1,500.00	$ 65.00	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$ 86.50	$ 4,325.00	$ 105.00	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$ 98.50	$ 4,925.00	$ 119.00	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$ 123.00	$ 2,460.00	$ 121.00	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$ 147.50	$ 2,950.00	$ 145.00	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$ 184.50	$ 3,690.00	$ 179.00	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$ 275.00	$ 2,750.00	$ 250.00	$ 2,500.00
220	25	EA	4" Joint Harness	$ 70.50	$ 1,762.50	$ 40.00	$ 1,000.00
225	50	EA	6" Joint Harness	$ 95.00	$ 4,750.00	$ 110.00	$ 5,500.00
230	50	EA	8" Joint Harness	$ 125.00	$ 6,250.00	$ 120.00	$ 6,000.00
235	20	EA	10" Joint Harness	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00
240	20	EA	12" Joint Harness	$ 192.50	$ 3,850.00	$ 180.00	$ 3,600.00
245	20	EA	14" Joint Harness	$ 370.00	$ 7,400.00	$ 375.00	$ 7,500.00
250	10	EA	16" Joint Harness	$ 427.50	$ 4,275.00	$ 410.00	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$ 315.00	$ 3,150.00	$ 250.00	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$ 1,350.00	$ 2,700.00	$ 1,350.00	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$ 1,567.50	$ 6,270.00	$ 1,500.00	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$ 1,900.00	$ 7,600.00	$ 1,800.00	$ 7,200.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$ 2,250.00	$ 4,500.00	$ 2,100.00	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$ 2,650.00	$ 10,600.00	$ 2,300.00	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$ 4,747.50	$ 4,747.50	$ 4,200.00	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	$ 3,587.50	$ 3,587.50	$ 3,100.00	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	$ 6,050.00	$ 6,050.00	$ 4,100.00	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$ 807.50	$ 1,615.00	$ 850.00	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	$ 925.00	$ 1,850.00	$ 1,200.00	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	$ 1,200.00	$ 6,000.00	$ 1,525.00	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	$ 1,650.00	$ 8,250.00	$ 1,725.00	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	$ 2,315.00	$ 2,315.00	$ 2,325.00	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	$ 2,900.00	$ 5,800.00	$ 2,800.00	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$ 792.50	$ 792.50	$ 700.00	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	$ 1,837.50	$ 1,837.50	$ 1,800.00	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	$ 1,950.00	$ 19,500.00	$ 1,825.00	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	$ 2,475.00	$ 7,425.00	$ 2,000.00	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	$ 4,000.00	$ 4,000.00	$ 3,700.00	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	$ 4,552.50	$ 4,552.50	$ 4,200.00	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	$ 7,025.00	$ 7,025.00	$ 6,500.00	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	$ 16,755.00	$ 16,755.00	$ 16,190.00	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$ 23,750.00	$ 23,750.00	$ 23,250.00	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$ 4,975.00	$ 4,975.00	$ 4,850.00	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	$ 7,680.00	$ 7,680.00	$ 6,600.00	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	$ 10,042.50	$ 10,042.50	$ 9,125.00	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$ 2,987.50	$ 14,937.50	$ 3,200.00	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$ 767.50	$ 1,535.00	$ 700.00	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$ 1,017.50	$ 1,017.50	$ 920.00	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	$ 1,350.00	$ 1,350.00	$ 700.00	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	$ 887.50	$ 887.50	$ 575.00	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	$ 1,657.50	$ 1,657.50	$ 1,500.00	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	$ 1,420.00	$ 1,420.00	$ 1,300.00	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	$ 6,780.00	$ 6,780.00	$ 6,725.00	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	$ 7,065.50	$ 7,065.50	$ 6,950.00	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	$ 8,432.50	$ 8,432.50	$ 8,195.00	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$ 11,091.50	$ 11,091.50	$ 10,800.00	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	$ 15,362.50	$ 15,362.50	$ 14,925.00	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	$ 29,837.50	$ 29,837.50	$ 29,500.00	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	$ 2,970.00	$ 2,970.00	$ 2,750.00	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	$ 4,245.00	$ 4,245.00	$ 3,940.00	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	$ 825.00	$ 825.00	$ 450.00	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	$ 1,025.00	$ 1,025.00	$ 550.00	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	$ 1,275.00	$ 1,275.00	$ 750.00	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	$ 4,000.00	$ 4,000.00	$ 3,185.00	$ 3,185.00
495	20	EA	Valve Box, cip.	$ 575.00	$ 11,500.00	$ 625.00	$ 12,500.00
500	5	EA	Valve Box Replacement	$ 750.00	$ 3,750.00	$ 775.00	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	$ 425.00	$ 2,125.00	$ 325.00	$ 1,625.00
510	3	EA	Valve Box Adjustment	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	$ 200.00	$ 200.00	$ 250.00	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$ 925.00	$ 3,700.00	$ 825.00	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$ 1,000.00	$ 8,000.00	$ 1,050.00	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$ 1,500.00	$ 12,000.00	$ 1,075.00	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$ 1,000.00	$ 7,000.00	$ 1,025.00	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	$ 8,900.00	$ 8,900.00	$ 8,995.00	$ 8,995.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	$ 2,606.00	$ 2,606.00	$ 2,275.00	$ 2,275.00
550	1	EA	Bollards (pair)	$ 1,180.00	$ 1,180.00	$ 975.00	$ 975.00
555	18	LF	4" Steel Casing	$ 31.37	$ 564.66	$ 95.00	$ 1,710.00
560	18	LF	4" PVC Casing	$ 15.40	$ 277.20	$ 75.00	$ 1,350.00
565	18	LF	14" Steel Casing	$ 107.43	$ 1,933.74	$ 175.00	$ 3,150.00
570	18	LF	16" Steel Casing	$ 124.02	$ 2,232.36	$ 200.00	$ 3,600.00
575	18	LF	18" Steel Casing	$ 144.03	$ 2,592.54	$ 275.00	$ 4,950.00
580	18	LF	22" Steel Casing	$ 234.94	$ 4,228.92	$ 300.00	$ 5,400.00
585	18	LF	26" Steel Casing	$ 290.67	$ 5,232.06	$ 400.00	$ 7,200.00
590	18	LF	28" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
595	18	LF	30" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
600	18	LF	36" Steel Casing	$ 287.03	$ 5,166.54	$ 500.00	$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	$ 575.00	$ 28,750.00	$ 40.00	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$ 62.00	$ 1,116.00	$ 39.00	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$ 29.50	$ 737.50	$ 65.00	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$ 17.70	$ 3,540.00	$ 65.00	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	$ 97.50	$ 975.00	$ 90.00	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	$ 132.50	$ 1,325.00	$ 95.00	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	$ 12.00	$ 600.00	$ 25.00	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$ 65.00	$ 650.00	$ 30.00	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$ 72.00	$ 3,600.00	$ 75.00	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$ 84.96	$ 849.60	$ 75.00	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$ 167.56	$ 1,675.60	$ 75.00	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 7,450.00	$ 75.00	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 745.00	$ 75.00	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$ 167.56	$ 167.56	$ 75.00	$ 75.00
695	10	SY	Replace Concrete Pavement	$ 261.50	$ 2,615.00	$ 275.00	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	$ 155.00	$ 1,550.00	$ 170.00	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	$ 56.00	$ 560.00	$ 85.00	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	$ 66.00	$ 660.00	$ 120.00	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$ 34.00	$ 5,100.00	$ 35.00	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	$ 1,262.50	$ 5,050.00	$ 1,475.00	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	$ 1,662.50	$ 3,325.00	$ 1,775.00	$ 3,550.00
740	2	EA	Service, 1", New Main	$ 1,887.50	$ 3,775.00	$ 1,825.00	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
750	1	EA	Service, 2", New Main	$ 3,985.00	$ 3,985.00	$ 3,870.00	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	$ 1,450.00	$ 7,250.00	$ 1,475.00	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	$ 1,912.50	$ 3,825.00	$ 1,775.00	$ 3,550.00
765	1	EA	Service, 1", Existing Main	$ 1,900.00	$ 1,900.00	$ 1,825.00	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
775	1	EA	Service, 2", Existing Main	$ 4,300.00	$ 4,300.00	$ 3,870.00	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	$ 1,602.50	$ 8,012.50	$ 1,475.00	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	$ 1,950.00	$ 3,900.00	$ 1,775.00	$ 3,550.00
790	1	EA	Service Replacement, 1"	$ 2,100.00	$ 2,100.00	$ 1,825.00	$ 1,825.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	$ 3,875.00	$ 3,875.00	$ 3,450.00	$ 3,450.00
800	1	EA	Service Replacement, 2"	$ 4,512.00	$ 4,512.00	$ 3,870.00	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$ 1,000.00	$ 3,000.00	$ 895.00	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$ 1,150.00	$ 1,150.00	$ 915.00	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	$ 1,800.00	$ 1,800.00	$ 1,400.00	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$ 1,900.00	$ 1,900.00	$ 1,400.00	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	$ 812.50	$ 4,062.50	$ 725.00	$ 3,625.00
830	2	EA	Service Transfer, 1"	$ 912.50	$ 1,825.00	$ 825.00	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	$ 1,112.50	$ 1,112.50	$ 925.00	$ 925.00
840	1	EA	Service Transfer at Main, 2"	$ 1,325.00	$ 1,325.00	$ 975.00	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	$ 962.50	$ 962.50	$ 725.00	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	$ 437.50	$ 437.50	$ 525.00	$ 525.00
855	1	EA	Adjust Meter Box To Grade	$ 412.50	$ 412.50	$ 425.00	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$ 500.00	$ 5,500.00	$ 650.00	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$ 462.50	$ 1,850.00	$ 675.00	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$ 562.50	$ 1,687.50	$ 750.00	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$ 650.00	$ 1,950.00	$ 775.00	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	$ 28.75	$ 2,875.00	$ 31.50	$ 3,150.00
885	100	LF	Service Tubing, 1"	$ 34.12	$ 3,412.00	$ 33.75	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	$ 46.50	$ 4,650.00	$ 44.00	$ 4,400.00
895	25	LF	Service Tubing, 2"	$ 65.50	$ 1,637.50	$ 53.00	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$ 450.00	$ 450.00	$ 1,550.00	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	$ 8,045.00	$ 8,045.00	$ 15,500.00	$ 15,500.00
910	1	EA	Automatic Flushing Valve	$ 5,867.50	$ 5,867.50	$ 4,350.00	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	$ 1,440.00	$ 1,440.00	$ 1,200.00	$ 1,200.00
925	1	Allow.	Street-Cut Permits	$ 175.00	$ 175.00	$ 375.00	$ 375.00
930	1	EA	Project Signs	$ 675.00	$ 675.00	$ 450.00	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs)	$ 250.00	$ 2,500.00	$ 185.00	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	$ 725.00	$ 725.00	$ 700.00	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck With tools	$ 35.00	$ 6,125.00	$ 30.00	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	$ 57.00	$ 4,560.00	$ 58.00	$ 4,640.00
9200	8	HR	Compressor with tools	$ 54.00	$ 432.00	$ 35.00	$ 280.00
9300	16	HR	Dump Truck	$ 65.00	$ 1,040.00	$ 60.00	$ 960.00
9400	4	HR	Pump	$ 25.00	$ 100.00	$ 15.00	$ 60.00
9500	300	HR	Laborer	$ 42.50	$ 12,750.00	$ 43.00	$ 12,900.00
9600	200	HR	Pipe Fitter	$ 44.50	$ 8,900.00	$ 45.00	$ 9,000.00
9700	200	HR	Equipment Operator	$ 57.50	$ 11,500.00	$ 58.00	$ 11,600.00
9800	175	HR	Foreman	$ 59.50	$ 10,412.50	$ 60.00	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your % for Item Price)	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202927

Contractor: A.A.C Construction

Description: CIP# 3058 Priority Line Repl acement

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: as approved Term End Date: 6/30/25

☑ Approved by Council Date: Pending

Contract / Lease: Contract $1,250,000

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** 21/43/B

Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issuance of award from ITB 21/73/B issued. 1st. year.

4. **Funding Source:** Water Enterprise Fund CIP **Org / Object:** 5050395.572970

Andy Hopkins

Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2021

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

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

PRODUCER	CONTACT NAME: Susan Vance
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300 FAX (A/C, No): (505) 881-0908 E-MAIL ADDRESS: svance@downeyandco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Donegal Insurance Group	
INSURER B: New Mexico Mutual Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A.A.C. Construction, LLC
18 La Luna Rd
Santa Fe NM 87507

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9030765	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ] [ ]			CA9030765	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CXL9030765	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		93890.105	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

CITY OF SANTA FE WATER DIVISION
801 W. SAN MATEO ROAD
SANTA FE NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan J. Vance

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The ACORD name and logo are registered marks of ACORD

of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: A.A.C. CONSTRUCTION LLC
DBA: A.A.C. CONSTRUCTION LLC

Business Location: 18 LA LUNA RD
SANTA FE, NM 87507

CRS Number: 03157349-00-5

Owner: Andrew Sisneros

License Number: 222939

License Type: Business License - Renewable

Issued Date: June 07, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: June 07, 2022

Fees Paid: $10.00

A.A.C. CONSTRUCTION LLC
18 LA LUNA RD LA LUNA
SANTA FE , NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: A.A.C Contractors

Procurement Title: 21/43/B Priority Line Replacement Price Agreement, CIP # 3058

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (RFP)* ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Bill Huey Water Division, PUD

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☒	☐	ITB
☒	☐	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Water Division/Bill Huey (Bill Huey)		Engineer	8/17/21
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Dunaway (Aug 23, 2021 12:29 MDT)		Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)		Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: March 28, 2023

To: Finance Committee / Public Works-Public Utilities Committee

Via: Emily Oster, Finance Director EKO
Travis Dutton-Leyda, Chief Procurement Officer TDL
John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer Associate

RE: Request to add funds to bid number '21/43/B for the FY 2223 Priority Line Replacement Price Agreement, CIP # 3058 A.A.C. Construction, LLC. in the amount of $2,210,000.00 including NMGRT for the remainder of the contract term (FY2024-25). Approval of the BAR – Budget Increase in the amount of $5,000,000

ITEM AND ISSUE:

The Water Division requests increasing the amount of award for bid number '21/43/B for Priority Line Replacement Price Agreement, CIP # 3058 to A.A.C. Construction, LLC by $2,210,000.00 inclusive of NMGRT for the remaining three (3) Fiscal Years, FY 2022-23 until FY2024-25.

Approval of the BAR – Budget Increase in the amount of $5,000,000 from the Water Enterprise Fund cash balance into the Water CIP fund, of which $2,210,000 is for this amendment.

BACKGROUND AND SUMMARY:

City Council has awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. (Sub Surface) and A.A.C. Construction, LLC (AAC) for four (4) Fiscal Years, FY 2021-22 until FY2024-25 in the amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

Current expenditures on this contract are still at or below the initial contract amount. Current work on the contract will need additional funds. The contract funding needed for the completion of the contract term for AAC is $2,210,000.00 inclusive of NMGRT. Total funding for the entire contract with AAC will be $3,460,000 inclusive of NMGRT.

The attached BAR/Increase will provide funding for this AAC PLR Amendment #1 in the amount of $2,210,000 and the following Agenda Item Sub Surface PLR Amendment #1 in the amount of $2,790,000 for a combined amount of $5,000,000.

PROCUREMENT:
21/43/B for the FY 2022 Priority Line Replacement

CONTRACT NUMBER:

A.A.C Construction # 3202778.

FUNDING SOURCE:
The funding source is:
Water Enterprise Fund/ CIP
FY 2023
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:

- Review and approval of increase of contract amount to A.A.C Construction, LLC for Priority Line Replacement Price Agreement, CIP # 3058 under ITB No. '21/43/B of $2,210,000.00 for a total amount of $3,460,000.00 inclusive of NMGRT through FY2024-25.

- Approval of the BAR/Increase to provide funding for this AAC PLR Amendment #1 in the amount of $2,210,000 and the following Agenda Item Sub Surface PLR Amendment #1 in the amount of $2,790,000 for a combined amount of $5,000,000.

Item# 21-0483
Munis Contract# 3202927

CITY OF SANTA FE

PRIORITY LINE REPLACEMENTPRICE
AGREEMENT

CIP # 3058

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **A.A.C. CONSTRUCTION**., hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work and as described is Exhibit A attached hereto:

1) The Contractor shall perform all the work required by Water Division as required in the Contract Documents for Priority Line Replacement Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site a complete "as built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as built" conditions. Contractor shall prepare sketches which delineate the necessary "asbuilt" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark up. Final "as built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State andCity inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/XX/B attached hereto and all certificates, work order documents, drawings, as-built and other

instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein orin any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to one million one hundred fifty two thousand seven hundred thirty seven dollars and seventy-five cents ($1,152,737.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ninety seven thousand two hundred sixty two dollars and twenty five cents ($97,262.25) shall be paid by the City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred fifty thousand dollars ($1,250,000)). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended dateof termination. Except as otherwise allowed or provided under this Agreement, the City sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

of the notice of termination, if the City is the terminating party, or the Contractors receipt of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party'sliability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime dueto misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION JS NOT EXCLUSIVE AND DOES NOT WAIVE THE OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement withoutwritten approval of the City; 2) comply with all directives issued by the City in the notice oftermination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to theCity and records generated under this Agreement. Any non-expendable personal property orequipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision asto whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company

authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surcty to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specifiedin the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works Building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

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

13. Conflict of Interest: Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable

provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was enteredinto by the parties. Contractor shall provide immediate written notice to the City if, at any timeduring the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is laterdetermined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason ofnew or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) The impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, andSanta Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

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

22. Other Insurance

If the Services contemplated under this Agreement will be performed on or in City facilitiesor

property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured,

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and #2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad from Contractual Liability coverage and be endorsed to name the City of Santa Fe, their officials, officers, employees and agents as additionalinsureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles,with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available tothe Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damageto persons or property during the time when the Contractor or any officer, agent, employee, servantor subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor,the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subjectto the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.NMSA 1978, as amended. The city and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive anylimitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico

Tort Claims Act.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall notwaive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unlessexpress and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
A.AC Construction LLC
18 La Luna Road
Santa Fe, NM 87507

29. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Sep 12, 2021

CONTRACTOR:

Andrew Sisneros (Aug 19, 2021 16:05 MDT)

NAME
Andrew Sisneros, Managing Member

TITLE
DATE: Aug 19, 2021

CRS# 03-157349-00-5
Registration # 222939

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Sep 15, 2021 12:10 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/08/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572970
Org. Name/Org#

AJH
AJH

Bid Item	Approx. QTY.	Unit	Article and Description	AAC		Sub Surface	
				Unit Price	Item Price	Unit Price	Item Price
5	35	LF	2" PVC Water Main, cip, all lengths	$ 32.50	$ 1,137.50	$ 30.00	$ 1,050.00
10	35	LF	4" PVC Water Main, cip, <100'	$ 38.00	$ 1,330.00	$ 36.00	$ 1,260.00
15	100	LF	4" PVC Water Main, cip, >100'	$ 36.00	$ 3,600.00	$ 34.00	$ 3,400.00
20	50	LF	6" PVC Water Main, cip, <100'	$ 43.50	$ 2,175.00	$ 42.00	$ 2,100.00
25	150	LF	6" PVC Water Main, cip, >100'	$ 40.50	$ 6,075.00	$ 39.00	$ 5,850.00
30	75	LF	8" PVC Water Main, cip, <100'	$ 49.00	$ 3,675.00	$ 48.00	$ 3,600.00
35	200	LF	8" PVC Water Main, cip, >100'	$ 46.75	$ 9,350.00	$ 45.50	$ 9,100.00
40	35	LF	10" PVC Water Main, cip, <100'	$ 56.00	$ 1,960.00	$ 52.00	$ 1,820.00
45	100	LF	10" PVC Water Main, cip, >100'	$ 52.00	$ 5,200.00	$ 49.00	$ 4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$ 69.37	$ 3,468.50	$ 66.75	$ 3,337.50
55	150	LF	12" PVC Water Main, cip, >100'	$ 66.25	$ 9,937.50	$ 64.50	$ 9,675.00
60	50	LF	14" PVC Water Main, cip	$ 87.00	$ 4,350.00	$ 79.00	$ 3,950.00
65	50	LF	16" PVC Water Main, cip	$ 103.50	$ 5,175.00	$ 97.00	$ 4,850.00
70	50	LF	24" PVC Water Main, cip	$ 167.50	$ 8,375.00	$ 100.00	$ 5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$ 42.00	$ 1,470.00	$ -	$ -
80	50	LF	4" DI Water Main, cip, <100'	$ 63.75	$ 3,187.50	$ 57.50	$ 2,875.00
85	100	LF	4" DI Water Main, cip, >100'	$ 56.50	$ 5,650.00	$ 56.00	$ 5,600.00
90	75	LF	6" DI Water Main, cip, <100'	$ 63.50	$ 4,762.50	$ 53.00	$ 3,975.00
95	250	LF	6" DI Water Main, cip, >100'	$ 56.50	$ 14,125.00	$ 51.00	$ 12,750.00
100	75	LF	8" DI Water Main, cip, <100'	$ 68.00	$ 5,100.00	$ 60.25	$ 4,518.75
105	250	LF	8" DI Water Main, cip, >100'	$ 73.00	$ 18,250.00	$ 58.00	$ 14,500.00
110	35	LF	10" DI Water Main, cip, <100'	$ 77.00	$ 2,695.00	$ 65.00	$ 2,275.00
115	100	LF	10" DI Water Main, cip, >100'	$ 74.00	$ 7,400.00	$ 63.00	$ 6,300.00
120	50	LF	12" DI Water Main, cip, <100'	$ 99.00	$ 4,950.00	$ 78.00	$ 3,900.00
125	100	LF	12" DI Water Main, cip, >100'	$ 89.50	$ 8,950.00	$ 74.00	$ 7,400.00
130	50	LF	14" DI Water Main, cip	$ 115.50	$ 5,775.00	$ 87.00	$ 4,350.00
135	50	LF	16" DI Water Main, cip	$ 139.50	$ 6,975.00	$ 101.00	$ 5,050.00
140	50	LF	24" DI Water Main, cip	$ 207.00	$ 10,350.00	$ 159.00	$ 7,950.00
145	75	LF	Extra Pay for Trench Depth, 6'-8'	$ 41.00	$ 3,075.00	$ 8.00	$ 600.00
150	50	LF	Extra Pay for Trench Depth, 8'-10'	$ 98.00	$ 4,900.00	$ 12.00	$ 600.00
155	25	LF	Extra Pay for Trench Depth, 10'-14'	$ 154.00	$ 3,850.00	$ 30.00	$ 750.00
160	20	CY	Rock Excavation	$ 325.00	$ 6,500.00	$ 220.00	$ 4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$ 50.00	$ 15,000.00	$ 65.00	$ 19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$ 36.00	$ 2,700.00	$ 24.00	$ 1,800.00
175	1,000	LB	Fitting Installation	$ 4.50	$ 4,500.00	$ 4.00	$ 4,000.00
180	500	LB	Fitting Insertion	$ 26.00	$ 13,000.00	$ 34.00	$ 17,000.00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$ 60.00	$ 1,500.00	$ 65.00	$ 1,625.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$ 86.50	$ 4,325.00	$ 105.00	$ 5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$ 98.50	$ 4,925.00	$ 119.00	$ 5,950.00
200	20	EA	10" Retainer Ring/ Bolt on Flange	$ 123.00	$ 2,460.00	$ 121.00	$ 2,420.00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$ 147.50	$ 2,950.00	$ 145.00	$ 2,900.00
210	20	EA	14" Retainer Ring/ Bolt on Flange	$ 184.50	$ 3,690.00	$ 179.00	$ 3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$ 275.00	$ 2,750.00	$ 250.00	$ 2,500.00
220	25	EA	4" Joint Harness	$ 70.50	$ 1,762.50	$ 40.00	$ 1,000.00
225	50	EA	6" Joint Harness	$ 95.00	$ 4,750.00	$ 110.00	$ 5,500.00
230	50	EA	8" Joint Harness	$ 125.00	$ 6,250.00	$ 120.00	$ 6,000.00
235	20	EA	10" Joint Harness	$ 160.00	$ 3,200.00	$ 160.00	$ 3,200.00
240	20	EA	12" Joint Harness	$ 192.50	$ 3,850.00	$ 180.00	$ 3,600.00
245	20	EA	14" Joint Harness	$ 370.00	$ 7,400.00	$ 375.00	$ 7,500.00
250	10	EA	16" Joint Harness	$ 427.50	$ 4,275.00	$ 410.00	$ 4,100.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$ 315.00	$ 3,150.00	$ 250.00	$ 2,500.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$ 1,350.00	$ 2,700.00	$ 1,350.00	$ 2,700.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$ 1,567.50	$ 6,270.00	$ 1,500.00	$ 6,000.00
270	4	EA	Tapping Sleeve w/ Tap, 8" X 4" - 8"	$ 1,900.00	$ 7,600.00	$ 1,800.00	$ 7,200.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
275	2	EA	Tapping Sleeve w/ Tap, 10" X 4" - 10"	$ 2,250.00	$ 4,500.00	$ 2,100.00	$ 4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 12"	$ 2,650.00	$ 10,600.00	$ 2,300.00	$ 9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$ 4,747.50	$ 4,747.50	$ 4,200.00	$ 4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$ 1,650.00	$ 1,650.00	$ 1,500.00	$ 1,500.00
295	1	EA	Non-Pressurized Connections, 4"-10" line	$ 3,587.50	$ 3,587.50	$ 3,100.00	$ 3,100.00
300	1	EA	Non-Pressurized Connections, 12"-20" line	$ 6,050.00	$ 6,050.00	$ 4,100.00	$ 4,100.00
305	2	EA	2" CL125 Gate Valves, cip.	$ 807.50	$ 1,615.00	$ 850.00	$ 1,700.00
310	2	EA	4" CL125 Gate Valves, cip.	$ 925.00	$ 1,850.00	$ 1,200.00	$ 2,400.00
315	5	EA	6" CL125 Gate Valves, cip.	$ 1,200.00	$ 6,000.00	$ 1,525.00	$ 7,625.00
320	5	EA	8" CL125 Gate Valves, cip.	$ 1,650.00	$ 8,250.00	$ 1,725.00	$ 8,625.00
325	1	EA	10" CL125 Gate Valves, cip.	$ 2,315.00	$ 2,315.00	$ 2,325.00	$ 2,325.00
330	2	EA	12" CL125 Gate Valves, cip.	$ 2,900.00	$ 5,800.00	$ 2,800.00	$ 5,600.00
335	1	EA	2" CL250 Gate Valves, cip.	$ 792.50	$ 792.50	$ 700.00	$ 700.00
340	1	EA	4" CL250 Gate Valves, cip.	$ 1,837.50	$ 1,837.50	$ 1,800.00	$ 1,800.00
345	10	EA	6" CL250 Gate Valves, cip.	$ 1,950.00	$ 19,500.00	$ 1,825.00	$ 18,250.00
350	3	EA	8" CL250 Gate Valves, cip.	$ 2,475.00	$ 7,425.00	$ 2,000.00	$ 6,000.00
355	1	EA	10" CL250 Gate Valves, cip.	$ 4,000.00	$ 4,000.00	$ 3,700.00	$ 3,700.00
360	1	EA	12" CL250 Gate Valves, cip.	$ 4,552.50	$ 4,552.50	$ 4,200.00	$ 4,200.00
365	1	EA	16" CL250 Gate Valves, cip.	$ 7,025.00	$ 7,025.00	$ 6,500.00	$ 6,500.00
370	1	EA	20" CL250 Gate Valves, cip.	$ 16,755.00	$ 16,755.00	$ 16,190.00	$ 16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$ 23,750.00	$ 23,750.00	$ 23,250.00	$ 23,250.00
380	1	EA	12" CL250 Butterfly Valves, cip.	$ 2,800.00	$ 2,800.00	$ 2,800.00	$ 2,800.00
385	1	EA	16" CL250 Butterfly Valves, cip.	$ 4,975.00	$ 4,975.00	$ 4,850.00	$ 4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip.	$ 7,680.00	$ 7,680.00	$ 6,600.00	$ 6,600.00
395	1	EA	24" CL250 Butterfly Valves, cip.	$ 10,042.50	$ 10,042.50	$ 9,125.00	$ 9,125.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$ 2,987.50	$ 14,937.50	$ 3,200.00	$ 16,000.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$ 767.50	$ 1,535.00	$ 700.00	$ 1,400.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$ 1,017.50	$ 1,017.50	$ 920.00	$ 920.00
415	1	EA	Fire Hydrant Remove & Relay	$ 1,350.00	$ 1,350.00	$ 700.00	$ 700.00
420	1	EA	Fire Hydrant Remove & Return	$ 887.50	$ 887.50	$ 575.00	$ 575.00
425	1	EA	2 1/4" Flush Hydrant	$ 1,657.50	$ 1,657.50	$ 1,500.00	$ 1,500.00
430	1	EA	2" Blow-Off Valve Installation	$ 1,420.00	$ 1,420.00	$ 1,300.00	$ 1,300.00
435	1	EA	2" Pressure Relief Valve, cip.	$ 6,780.00	$ 6,780.00	$ 6,725.00	$ 6,725.00
440	1	EA	3" Pressure Relief Valve, cip.	$ 7,065.50	$ 7,065.50	$ 6,950.00	$ 6,950.00
445	1	EA	4" Pressure Relief Valve, cip.	$ 8,432.50	$ 8,432.50	$ 8,195.00	$ 8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$ 11,091.50	$ 11,091.50	$ 10,800.00	$ 10,800.00
455	1	EA	8" Pressure Relief Valve, cip.	$ 15,362.50	$ 15,362.50	$ 14,925.00	$ 14,925.00
460	1	EA	12" Pressure Relief Valve, cip.	$ 29,837.50	$ 29,837.50	$ 29,500.00	$ 29,500.00
465	1	EA	Air & Vacuum Release Valve, 1"	$ 2,970.00	$ 2,970.00	$ 2,750.00	$ 2,750.00
470	1	EA	Air & Vacuum Release Valve, 2"	$ 4,245.00	$ 4,245.00	$ 3,940.00	$ 3,940.00
475	1	EA	Install City of Santa Fe Furnished Valve/Meter, 2" - 4"	$ 825.00	$ 825.00	$ 450.00	$ 450.00
480	1	EA	Install City of Santa Fe Furnished Valve/Meter, 6" - 8"	$ 1,025.00	$ 1,025.00	$ 550.00	$ 550.00
485	1	EA	Install City of Santa Fe Furnished Valve/Meter, 10"-12"	$ 1,275.00	$ 1,275.00	$ 750.00	$ 750.00
490	1	EA	Metered 2" Bypass – Vault Installation	$ 4,000.00	$ 4,000.00	$ 3,185.00	$ 3,185.00
495	20	EA	Valve Box, cip.	$ 575.00	$ 11,500.00	$ 625.00	$ 12,500.00
500	5	EA	Valve Box Replacement	$ 750.00	$ 3,750.00	$ 775.00	$ 3,875.00
505	5	EA	Valve Box Removal of Existing	$ 425.00	$ 2,125.00	$ 325.00	$ 1,625.00
510	3	EA	Valve Box Adjustment	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00
515	1	EA	Valve Stem Extension, 0'-4' Depth	$ 200.00	$ 200.00	$ 250.00	$ 250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$ 925.00	$ 3,700.00	$ 825.00	$ 3,300.00
525	8	VF	Precast 6' Diameter Pit w/ Lid Min. 4' Depth	$ 1,000.00	$ 8,000.00	$ 1,050.00	$ 8,400.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$ 1,500.00	$ 12,000.00	$ 1,075.00	$ 8,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$ 1,000.00	$ 7,000.00	$ 1,025.00	$ 7,175.00
540	1	EA	Prefabricated Vault, 4' X 8'	$ 8,900.00	$ 8,900.00	$ 8,995.00	$ 8,995.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
545	1	ACRE	Native Seeding	$ 2,606.00	$ 2,606.00	$ 2,275.00	$ 2,275.00
550	1	EA	Bollards (pair)	$ 1,180.00	$ 1,180.00	$ 975.00	$ 975.00
555	18	LF	4" Steel Casing	$ 31.37	$ 564.66	$ 95.00	$ 1,710.00
560	18	LF	4" PVC Casing	$ 15.40	$ 277.20	$ 75.00	$ 1,350.00
565	18	LF	14" Steel Casing	$ 107.43	$ 1,933.74	$ 175.00	$ 3,150.00
570	18	LF	16" Steel Casing	$ 124.02	$ 2,232.36	$ 200.00	$ 3,600.00
575	18	LF	18" Steel Casing	$ 144.03	$ 2,592.54	$ 275.00	$ 4,950.00
580	18	LF	22" Steel Casing	$ 234.94	$ 4,228.92	$ 300.00	$ 5,400.00
585	18	LF	26" Steel Casing	$ 290.67	$ 5,232.06	$ 400.00	$ 7,200.00
590	18	LF	28" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
595	18	LF	30" Steel Casing	$ 187.04	$ 3,366.72	$ 450.00	$ 8,100.00
600	18	LF	36" Steel Casing	$ 287.03	$ 5,166.54	$ 500.00	$ 9,000.00
605	50	DIA-IN-LF	Bore & Jack Casing Pipe	$ 575.00	$ 28,750.00	$ 40.00	$ 2,000.00
610	18	LF	Open Cut Casing Pipe Installation, < 6' Deep	$ 62.00	$ 1,116.00	$ 39.00	$ 702.00
615	25	SY	Asphalt Pavement Removal & Disposal, <2"	$ 29.50	$ 737.50	$ 65.00	$ 1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$ 17.70	$ 3,540.00	$ 65.00	$ 13,000.00
625	10	SY	Concrete Pavement Removal & Disposal, <2"	$ 97.50	$ 975.00	$ 90.00	$ 900.00
630	10	SY	Concrete Pavement Removal & Disposal, 2"-6"	$ 132.50	$ 1,325.00	$ 95.00	$ 950.00
635	50	LF	Concrete Curb and Gutter Removal & Disposal	$ 12.00	$ 600.00	$ 25.00	$ 1,250.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$ 65.00	$ 650.00	$ 30.00	$ 300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 3,725.00	$ 75.00	$ 3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$ 72.00	$ 3,600.00	$ 75.00	$ 3,750.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$ 84.96	$ 849.60	$ 75.00	$ 750.00
665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$ 167.56	$ 1,675.60	$ 75.00	$ 750.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machine, Virgin Asphalt	$ 74.50	$ 7,450.00	$ 75.00	$ 7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$ 74.50	$ 745.00	$ 75.00	$ 750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$ 92.00	$ 920.00	$ 75.00	$ 750.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$ 167.56	$ 167.56	$ 75.00	$ 75.00
695	10	SY	Replace Concrete Pavement	$ 261.50	$ 2,615.00	$ 275.00	$ 2,750.00
700	50	LF	Replace Concrete Curb & Gutter	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
705	10	SY	Replace Concrete Sidewalk	$ 155.00	$ 1,550.00	$ 170.00	$ 1,700.00
710	10	CY	Replace Gravel Surface, 0"-2"	$ 56.00	$ 560.00	$ 85.00	$ 850.00
715	10	CY	Replace Gravel Surface, 2"-4"	$ 66.00	$ 660.00	$ 120.00	$ 1,200.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"-3"	$ 34.00	$ 5,100.00	$ 35.00	$ 5,250.00
725	50	SY	Base course/Gravel (crushed or landscape), 3"-6"	$ 45.00	$ 2,250.00	$ 45.00	$ 2,250.00
730	4	EA	Service, 3/4" Single, New Main	$ 1,262.50	$ 5,050.00	$ 1,475.00	$ 5,900.00
735	2	EA	Service, 3/4" Double, New Main	$ 1,662.50	$ 3,325.00	$ 1,775.00	$ 3,550.00
740	2	EA	Service, 1", New Main	$ 1,887.50	$ 3,775.00	$ 1,825.00	$ 3,650.00
745	1	EA	Service, 1 1/2", New Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
750	1	EA	Service, 2", New Main	$ 3,985.00	$ 3,985.00	$ 3,870.00	$ 3,870.00
755	5	EA	Service, 3/4" Single, Existing Main	$ 1,450.00	$ 7,250.00	$ 1,475.00	$ 7,375.00
760	2	EA	Service, 3/4" Double, Existing Main	$ 1,912.50	$ 3,825.00	$ 1,775.00	$ 3,550.00
765	1	EA	Service, 1", Existing Main	$ 1,900.00	$ 1,900.00	$ 1,825.00	$ 1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$ 3,670.00	$ 3,670.00	$ 3,450.00	$ 3,450.00
775	1	EA	Service, 2", Existing Main	$ 4,300.00	$ 4,300.00	$ 3,870.00	$ 3,870.00
780	5	EA	Service Replacement, 3/4"	$ 1,602.50	$ 8,012.50	$ 1,475.00	$ 7,375.00
785	2	EA	Service Replacement, Double, 3/4"	$ 1,950.00	$ 3,900.00	$ 1,775.00	$ 3,550.00
790	1	EA	Service Replacement, 1"	$ 2,100.00	$ 2,100.00	$ 1,825.00	$ 1,825.00

				AAC		Sub Surface	
Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price	Unit Price	Item Price
795	1	EA	Service Replacement, 1 1/2"	$ 3,875.00	$ 3,875.00	$ 3,450.00	$ 3,450.00
800	1	EA	Service Replacement, 2"	$ 4,512.00	$ 4,512.00	$ 3,870.00	$ 3,870.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$ 1,000.00	$ 3,000.00	$ 895.00	$ 2,685.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$ 1,150.00	$ 1,150.00	$ 915.00	$ 915.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	$ 1,800.00	$ 1,800.00	$ 1,400.00	$ 1,400.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$ 1,900.00	$ 1,900.00	$ 1,400.00	$ 1,400.00
825	5	EA	Service Transfer, 3/4"	$ 812.50	$ 4,062.50	$ 725.00	$ 3,625.00
830	2	EA	Service Transfer, 1"	$ 912.50	$ 1,825.00	$ 825.00	$ 1,650.00
835	1	EA	Service Transfer, 1 1/2"	$ 1,112.50	$ 1,112.50	$ 925.00	$ 925.00
840	1	EA	Service Transfer at Main, 2"	$ 1,325.00	$ 1,325.00	$ 975.00	$ 975.00
845	1	EA	Retire Existing Service at Main, 3/4"- 2"	$ 962.50	$ 962.50	$ 725.00	$ 725.00
850	1	EA	Retire Existing Meter Box & Setting	$ 437.50	$ 437.50	$ 525.00	$ 525.00
855	1	EA	Adjust Meter Box To Grade	$ 412.50	$ 412.50	$ 425.00	$ 425.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$ 500.00	$ 5,500.00	$ 650.00	$ 7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$ 462.50	$ 1,850.00	$ 675.00	$ 2,700.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$ 562.50	$ 1,687.50	$ 750.00	$ 2,250.00
875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$ 650.00	$ 1,950.00	$ 775.00	$ 2,325.00
880	100	LF	Service Tubing, 3/4"	$ 28.75	$ 2,875.00	$ 31.50	$ 3,150.00
885	100	LF	Service Tubing, 1"	$ 34.12	$ 3,412.00	$ 33.75	$ 3,375.00
890	100	LF	Service Tubing, 1 1/2"	$ 46.50	$ 4,650.00	$ 44.00	$ 4,400.00
895	25	LF	Service Tubing, 2"	$ 65.50	$ 1,637.50	$ 53.00	$ 1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$ 450.00	$ 450.00	$ 1,550.00	$ 1,550.00
905	1	GROUP OF 10	Air and Vacuum Valves	$ 8,045.00	$ 8,045.00	$ 15,500.00	$ 15,500.00
910	1	EA	Automatic Flushing Valve	$ 5,867.50	$ 5,867.50	$ 4,350.00	$ 4,350.00
915	$20,000	%	Materials Mark-Up Over Invoice	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00
920	$8,000	%	Traffic Control Mark-Up Over Invoice	$ 1,440.00	$ 1,440.00	$ 1,200.00	$ 1,200.00
925	1	Allow.	Street-Cut Permits	$ 175.00	$ 175.00	$ 375.00	$ 375.00
930	1	EA	Project Signs	$ 675.00	$ 675.00	$ 450.00	$ 450.00
935	10	HR	Archeological Required Delay (after 2 hrs)	$ 250.00	$ 2,500.00	$ 185.00	$ 1,850.00
940	1	LS	Archeological Required Mob/Demob	$ 725.00	$ 725.00	$ 700.00	$ 700.00
EMERGENCY REPAIR					$ -		$ -
9000	175	HR	Supervisor's Truck With tools	$ 35.00	$ 6,125.00	$ 30.00	$ 5,250.00
9100	80	HR	Backhoe/Skid Steer	$ 57.00	$ 4,560.00	$ 58.00	$ 4,640.00
9200	8	HR	Compressor with tools	$ 54.00	$ 432.00	$ 35.00	$ 280.00
9300	16	HR	Dump Truck	$ 65.00	$ 1,040.00	$ 60.00	$ 960.00
9400	4	HR	Pump	$ 25.00	$ 100.00	$ 15.00	$ 60.00
9500	300	HR	Laborer	$ 42.50	$ 12,750.00	$ 43.00	$ 12,900.00
9600	200	HR	Pipe Fitter	$ 44.50	$ 8,900.00	$ 45.00	$ 9,000.00
9700	200	HR	Equipment Operator	$ 57.50	$ 11,500.00	$ 58.00	$ 11,600.00
9800	175	HR	Foreman	$ 59.50	$ 10,412.50	$ 60.00	$ 10,500.00
9900	$5,000	%	Rental Items Mark-Up Over Invoice (multiply $5,000 x your % for Item Price)	$ 1,000.00	$ 1,000.00	$ 900.00	$ 900.00
9950	$20,000	%	Materials Mark-Up Over Invoice (multiply $20,000 x your % for Item Price)	$ 3,600.00	$ 3,600.00	$ 1,500.00	$ 1,500.00

of the Contractor are in addition to his obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the City of Santa Fe and the City of Santa Fe's Representative.

10.2.7 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his reasonable discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for changes in the work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1. The Contractor shall carry insurance to protect the City of Santa Fe from and against all claims, demands, actions, judgments, costs, expenses and liabilities which may arise or result directly or indirectly from or by reasons of loss, injury or damage related to the Project. The Contractor shall file with the City of Santa Fe current certificates evidencing public liability insurance with limits as provided in the New Mexico Tort Claims Act, Section 41-4-19 NMSA 1978, and as that section or successors section may be amended from time to time. The contractor shall also carry such insurance as it deems necessary to protect it from all claims under any workmen's compensation law in effect that may be applicable to the Contractor. All insurance required by this Agreement shall be kept and remain in full force and effect for the entire life of this Agreement.

11.1.2. The insurance coverage shall include worker's compensation, employer's liability, comprehensive general liability (Premises-Operations, independent contractors, products and completed operations, broad form property damage, contractual liability, explosion and collapse hazard, underground Hazard, personal injury) comprehensive automobile liability (owned and hired), excess liability (umbrella form), and all-risk builder's risk.

11.1.3. All insurance coverage must be maintained for the entire life of the Project. Products and completed operations coverage shall be maintained for a minimum period of one (1) year after final payment.

11.1.4. A valid certificate of insurance must be submitted to the City of Santa Fe prior to issuance of a Notice-to-Proceed.

Type of Required Coverage	Minimum Limits of Liability
Workman's compensation (including accident and occupational disease coverage)	Statutory
Employer's Liability	$100,000
Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under his Contract).	Bodily injury liability: $500,000 each occurrence; $1,000,000 aggregate. Property damage liability: $500,000 each occurrence; $1,000,000 aggregate.
Auto Liability (including non-owned auto coverage)	Bodily injury liability: $500,000 each person; $1,000,000 each occurrence. Property damage liability: $1,000,000 each occurrence

11.1.5 Certificates of Insurance acceptable to the City of Santa Fe shall be filed with the City of Santa Fe prior to

commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the City of Santa Fe. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the Contract.

11.2 CITY OF SANTA FE'S LIABILITY INSURANCE

11.2.1 The City of Santa Fe shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain traditional course of construction insurance upon the work at the site for at least the actual cash value thereof. The traditional course of construction insurance shall cover the interests of the City of Santa Fe, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, malicious mischief, and flood insurance with a deductible of no more than $25,000. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the City of Santa Fe and made payable to the City of Santa Fe as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The City of Santa Fe shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the City of Santa Fe, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the City of Santa Fe and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the City of Santa Fe as trustee. The City of Santa Fe or the Contractor, as appropriate, shall require the City of Santa Fe's Representative, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the City of Santa Fe finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the City of Santa Fe and the Contractor and, if required by the applicable insurance or self-insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The City of Santa Fe, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

Item# 24-0653
Munis Contract#3202927
Original Contract Item#21-0483
CIP #3058

CITY OF SANTA FE
AMENDMENT No. 2 TO
The Priority Line Replacement Price Agreement
ITEM#21-0483

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Agreement, dated September 10, 2021 (the "Agreement"), between the City of Santa Fe and A.A.C. Construction, LLC. The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Priority Line Replacement for the City of Santa Fe.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of one million, five hundred and eighty-one thousand, eight hundred and seventy five dollars ($1,581,875.00) so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at total amount up to five million, forty-one thousand, eight hundred and seventy-five dollars and thirty cents ($ $4,944,612.75). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling four hundred ninety three thousand six hundred fifteen dollars and fifty-two cents ($493,615.52) shall be paid by the

City to the Contractor as described in Exhibit A attached hereto. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed five million four hundred thirty eight thousand two hundred twenty eight dollars and twenty seven cents ($ $5,438,228.27). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jan 15, 2025 10:47 MST)

ALAN WEBBER, MAYOR

DATE: Jan 15, 2025

CONTRACTOR:
A.A.C. Construction, LLC

Andrew Sisneros (Oct 26, 2024 06:24 MDT)

ANDREW SISNEROS, OWNER

DATE: Oct 26, 2024

CRS# 03-157349-00-5

Registration #19-00127501

ATTEST:

Andrea Salazar (Jan 15, 2025 10:53 MST)

~~GERALYN CARDENAS, INTERIM~~ CITY CLERK

GB MTG 11-13-2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 28, 2024 08:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

GB AAC Contract Amendment 2 Munis Contract 3202927

Final Audit Report 2024-10-30

Created:	2024-10-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAALv-Wzon7KgiZ0So4eLIxvqVndD96XpIh

"GB AAC Contract Amendment 2 Munis Contract 3202927" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-30 - 7:41:09 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-30 - 7:50:00 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-10-30 - 7:54:01 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: BAR requires Dept Director signature before it comes to Budget.
2024-10-30 - 7:55:05 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

GB AAC Contract Amendment 2 Munis Contract 3202927 (1)

Final Audit Report 2024-11-06

Created:	2024-10-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZp8GD-HBWbp0KNlfU5kKAB9ijyTu0WlH

"GB AAC Contract Amendment 2 Munis Contract 3202927 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-10-31 - 8:52:49 PM GMT- IP address: 75.233.144.205

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature
2024-10-31 - 8:57:26 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2024-10-31 - 9:27:29 PM GMT - Time Source: server- IP address: 174.218.18.173

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2024-10-31 - 9:27:35 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2024-10-31 - 9:33:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2024-10-31 - 9:34:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-10-31 - 9:34:24 PM GMT

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2024-10-31 - 11:23:17 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-10-31 - 11:23:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2024-10-31 - 11:24:00 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

2024-11-01 - 5:53:25 AM GMT- IP address: 104.28.48.213

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2024-11-01 - 4:13:35 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2024-11-01 - 10:05:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-11-01 - 10:05:36 PM GMT

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

2024-11-06 - 0:38:38 AM GMT- IP address: 104.47.65.254

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

Signature Date: 2024-11-06 - 0:48:43 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-11-06 - 0:48:43 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 15, 2025 10:46 MST)

Email: xivigil@santafenm.gov

24-0653 AAC Construction, LLC

Final Audit Report 2025-01-15

Created:	2025-01-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAez5mrUbfYaIFICGLIrnUwA_A2dRx5Cko

"24-0653 AAC Construction, LLC" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-01-15 - 5:42:14 PM GMT- IP address: 63.232.20.2

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-01-15 - 5:46:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-01-15 - 5:46:43 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-01-15 - 5:47:44 PM GMT- IP address: 104.28.85.158

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Signature Date: 2025-01-15 - 5:47:57 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-15 - 5:48:04 PM GMT

Email viewed by axsalazar@santafenm.gov
2025-01-15 - 5:53:18 PM GMT- IP address: 174.218.19.117

Signer axsalazar@santafenm.gov entered name at signing as Andrea Salazar
2025-01-15 - 5:53:57 PM GMT- IP address: 174.218.19.117

Document e-signed by Andrea Salazar (axsalazar@santafenm.gov)
Signature Date: 2025-01-15 - 5:53:59 PM GMT - Time Source: server- IP address: 174.218.19.117

Agreement completed.
2025-01-15 - 5:53:59 PM GMT

Log # {Finance use only}:	BA002967
Journal # {Finance use only}:	pd 05 JE 551521

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	10/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Water Cap Proj, WIP Construction	5050395	572970	WTR2550521	1,581,875	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 1,581,875	$ -

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

Please see attached Memo.

Contract (3202927) with A.A.C. Construction LLC for priority line repairs Amendment No. 2

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(1,581,875)
TOTAL:	(1,581,875)

Jonna Leigh Stack for Bill Huey — 10/29/2024
Prepared By {print name} — Date

Oct 31, 2024
Division Director Signature {optional} — Date

John Dupuis (Oct 31, 2024 15:27 MDT) Oct 31, 2024
Department Director Signature, John Dupuis — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date: 11/13/2024

Agenda Item #: #9-o

Andy Hopkins — Oct 31, 2024
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

City of Santa Fe, New Mexico

memo

Date: October 29, 2024

To: Public Works and Utilities Committee / Finance Committee / City Council

Via: John Dupuis, Public Utilities Department Director
Jesse D. Roach, Water Division Director

From: Michael R. Moya, T&D Section Manager
Bill Huey, Water Division Engineer

Subject: Request approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT (Bill Huey, Engineer, bchuey@santafenm.gov)

Vendor Name: A.A.C. Construction LLC

Vendor Number: 7958

Contract Number: 3202927

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of Amendment No. 2 to Price Agreement Item # 23-0183 with A.A.C. Construction LLC (AAC) to Increase Maximum Compensation by $1,581,875.00 for a New Total Contract Amount of $5,041,875.30 including NMGRT with No Corresponding Change to the Term of the Agreement. (Bill Huey, Engineer, bchuey@santafenm.gov)

ACTION REQUESTED:

Approval of Amendment No. 2 to Price Agreement # 23-0183

BACKGROUND AND SUMMARY:

In July 2021, City Council awarded bid number '21/43/B for the Priority Line Replacement Price Agreement, CIP # 3058 to both A.A.C. Construction LLC (AAC) and Sub Surface Contracting Inc. for four (4) Fiscal Years, FY 2021-22 until FY2024-25 at the initial funding amount of $3,500,000 inclusive of NMGRT. Future funding was dependent upon the availability of CIP funds.

The Priority Line Replacement Price Agreement is an on-call requirements contract, with the Water Division issuing work orders as needed for work such as water line replacements. The contract is funded from CIP for Transmission and Distribution to work on their infrastructure.

The Water Division historically planned to upgrade pressure reducing valve vaults but has not done so in the last few years. We request adding a total of $1,000,000 to this contract, $500,000.00 for each contractor to begin this upgrade program again.

The Water Division is requesting approval of $1,581,875.00 (including NMGRT) additional funding to allow for this Fiscal Year's work to be conducted.

PROCUREMENT METHOD:

ITB/PA No. '21/43/B FY 21/22 Priority Line Replacement Price Agreement, CIP # 3058 approved by City Council on 7/28/2021.

Chief Procurement Officer Approval: _____ **Date:**_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number for AAC is 3202927
The FY25 Project ledger number for Priority Line Replacement is WTR2550521

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Water Enterprise Fund/Fund 500
Munis Org Name/Number: Water CIP/5050395
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number:_____

Grant Manager / Accounting Officer Approval: _____ **Date:**_____
Comment/Exceptions:_____

Project Ledger #:_____

Budget Officer Approval: Andy Hopkins **Date:** Oct 31, 2024
Comment/Exceptions:_____

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

☒Yes | ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

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

Please explain: Contract is used to repair main water line breaks and replace smaller sections of main water lines.

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

Project Ledger #: _____

Anticipated length of project: To be determined

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

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

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

Department Contract Administrator Contact Info:

Gina Wolff
vawolff@santafenm.gov

ATTACHMENTS:
Contract 3202927 Amendment No. 2
Budget Amendment Request (BAR)

cc:

Amendment 3 Memo_Revised (1)

Final Audit Report 2025-02-18

Created:	2025-02-12
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp0ZXY3m4X25ZbeE9xIJBGvXG2-FHTqdP

"Amendment 3 Memo_Revised (1)" History

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2025-02-12 - 5:41:47 PM GMT

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2025-02-12 - 9:09:16 PM GMT- IP address: 174.244.23.54

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-02-12 - 9:10:49 PM GMT - Time Source: server- IP address: 174.244.23.54

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-02-12 - 9:10:56 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-02-12 - 10:08:51 PM GMT- IP address: 104.47.65.254

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2025-02-12 - 10:09:16 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-02-12 - 10:27:47 PM GMT- IP address: 104.47.64.254

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2025-02-12 - 10:28:43 PM GMT

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2025-02-13 - 6:06:28 AM GMT- IP address: 129.222.129.80

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

Signature Date: 2025-02-13 - 4:22:32 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-02-13 - 4:22:39 PM GMT

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2025-02-18 - 0:59:10 AM GMT- IP address: 104.47.64.254

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

Signature Date: 2025-02-18 - 1:07:16 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-02-18 - 1:07:16 AM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Mar 4, 2025 13:50 MST)

Email: xivigil@santafenm.gov

Signature: 

Email: xivigil@santafenm.gov

Signature: Bill Huey

Email: bchuey@santafenm.gov

A.A.C 3202778 BAR & Memo

Final Audit Report 2025-08-07

Created:	2025-08-07
By:	Amanda Britt (apbritt@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwPadVmFeCN0qLH1Ah3W7OrKwuxTeAl9L

"A.A.C 3202778 BAR & Memo" History

Document created by Amanda Britt (apbritt@santafenm.gov)
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2025-08-07 - 2:19:20 PM GMT

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2025-08-07 - 2:57:17 PM GMT- IP address: 63.232.20.2

Document e-signed by BILL HUEY (bchuey@santafenm.gov)
Signature Date: 2025-08-07 - 2:57:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-08-07 - 2:57:50 PM GMT

Restricted visibility Email viewed by jmmontoya@santafenm.gov
2025-08-07 - 3:30:35 PM GMT- IP address: 104.47.64.254

Signer jmmontoya@santafenm.gov entered name at signing as Jonathan Montoya
2025-08-07 - 3:35:09 PM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Jonathan Montoya (jmmontoya@santafenm.gov)
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2025-08-07 - 3:35:17 PM GMT

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2025-08-07 - 3:51:12 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-08-07 - 3:51:26 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2025-08-07 - 3:51:33 PM GMT

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2025-08-07 - 7:59:45 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-08-07 - 8:00:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-07 - 8:00:29 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 11, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: On-Call SCADA and Controls Engineering Services

Vendor Name: Wunderlich-Malec Systems

Munis Vendor Number: 3757

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of $86,550.00 per year, including NMGRT, for On Call SCADA and Control Engineering Services for a term of four (4) years with Wunderlich-Malec Systems, for a total of $346,200.00 over the contract term, including NMGRT.

1. Request for approval of a Budget Amendment Resolution (BAR) in the total amount of $346,200.00 from the Wastewater Enterprise Fund/Fund 500 to fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250597

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Reclamation Facility utilizes many various types of rotating equipment and other electrically driven process equipment that electronic control systems that need periodic repair, replacement, and programming. The facility also has a Supervisory Control and Data Acquisition (SCADA) system that is expanding to areas of the facility that were not previously connected. This contract will assist in expediting this work by having a contract in place to provide this critical installation and programming service. A total of two contracts will be awarded from this procurement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/06/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25152 was opened on March 28, 2025 and closed on April 25, 2025. Two proposals were received, and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/06/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? X Yes | No

Approval: Eric Candelaria (Aug 6, 2025 13:23:54 MDT) **Title:** Director, ITT **Date:** 08/06/2025

Comment/Exceptions: Completed e-review on 8/6/25

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
CPO Service Determination Email
Rate sheetBid
Certificate of Liability Insurance (COI)
Professional Services Contract
BAR

Item #: _____
Munis Contract #: 3250597
SWPA/GSA/Coop/RFP/ITB#: RFP#25152

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 **Wunderlich-Malec Systems**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The contractor will provide professional Automation/Control Engineering, Supervisory Control and Data Acquisition ("SCADA")/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

1.) The location of these services shall include, but is not limited to:
   a. Santa Fe Wastewater Reclamation Facility (73 Paseo Real); and
   b. Pump houses and lift stations associated with the Wastewater Reclamation Facility.

2.) The Contractor shall provide, but not limited to, the following services as needed:
   a. Emergency and Non-Emergency SCADA and Field Support Services:
      i: Provide qualified and competent technical support within 2 hours for emergency and 12 hours for non-emergency
   b. Automations and Controls Engineering Service:
      i: Implement automation and controls engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
      ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
   c. System Software Updates:
      i: Keep the city informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components, and install updates at the

direction of the manager of the City's Wastewater division or the manager of the Public Utilities division.

d. Software Programming:
i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.

e. Telemetry Radio Network:
i: Provide complete system support for existing radio telemetry, including troubleshooting, repair, and programming of system components.

f. Computer Support:
i: Provide network and IT support solutions for SCADA computer and associated components.
ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.

g. Preventative Maintenance Plan:
i: Assist the city in the development of a 10-year preventative maintenance plan to upgrade and/or replace critical SCADA assets.

h. Documentation:

i. Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to SCADA and Controls Engineering 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. Payment. The City shall compensate the Contractor based on the itemized amounts listed below:

For the services [or goods] described in the scope of work, the City agrees pay the Contractor	$ 320,000.00
The services [or goods] in the contract include GRT. The GRT on this contract at 8.1875% equals	+ $ 26,200.00
The total compensation for the contract including GRT is	= $ 346,200.00

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work up to a maximum of eighty-six thousand five hundred and fifty dollars ($86,550.00) in each fiscal year, including NMGRT. The

NMGRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

C. **The total compensation under this Agreement shall not exceed $346,200.00. 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 services, in excess of the total compensation amount being provided.**

D. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than forty-five (45) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the

Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. Any license supplied as part of the services or a project that relates to intellectual property of others, including software or firmware, is only to the extent of Contractor's license (if applicable), and subject to any end user license agreements or other applicable conditions of the software or firmware vendor.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP#25152 SCADA and Controls Engineering Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

If applicable to the services, 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. Contractor may meet such limits with a combination of primary and following form excess/umbrella coverages.

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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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.

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, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

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

To the City:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
505-955-4619

To the Contractor:
Sebastian Rabo
8804 Washington St. NE, Suite B
Albuquerque, NM 87113
505-991-3017

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, which if Contractor fails to commence and diligently continue to cure within three (3) business days written notice thereof, 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 and documented damages, consequential damages, and special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

34. Notwithstanding any provision herein to the contrary, neither party shall be liable to the other or any third party for any incidental, indirect, or punitive damages arising out of or connected in any way to this Agreement or the work performed hereunder. Contractor's maximum aggregate liability for any and all claims and damages arising under this Agreement is limited to the lesser of (a) the insurance limits required in Section 22A or (b) three (3) times Contractor's fee on the applicable project.

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

CITY OF SANTA FE:

Alan Webber, MAYOR

CONTRACTOR:

Sebastian Rabo

Sebastian Rabo (Jul 9, 2025 14:58 MDT)

Sebastian Rabo, Operations Manager

DATE: 07/09/2025

NMBTIN#: 02-174524-00-2

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 9, 2025 15:26 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each offeror must provide a Fixed Overhead Rate that will be evaluated. Offerors must also fill out the Cost sheet that is attached. The Fixed Overhead Rate and the cost sheets sections will be used in the final contract for each offeror.

Fixed Overhead Rate Percentage: ____See Attached Rate Sheet_____

The prices quoted herein will be used in calculating the total compensation on the contract and represent the total amount to be paid by the City of Santa Fe for goods and services provided. The Offeror is responsible for all associated costs, including but not limited to overhead, labor, equipment, tools, materials, applicable taxes, permits, licenses, fees, lodging, and any other necessary expenses. All quoted prices must be inclusive of these costs, and no additional reimbursement will be provided beyond the agreed contract amount.

Cost Sheet:
Offeror Instructions:
Do not add or delete items. Quantities provided are estimates only, and do not establish a definite quantity contract. Do not change the quantity.

Provide comments on any variations from the Article and Description or the Unit of Measure. Also, provide comments to explain or clarify an item, or provide information as specifically stated in the RFP documents. Any comments that do not conform to the requirements of the RFP or on this form will be disregarded and will not be included in the resulting award.

See the next page for the Cost Sheet.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000.00		
1	1	Hourly	Supervising Technician – Regular Hourly Rate	$ 200	
2	1	Hourly	Supervising Technician – Overtime Hourly Rate	$ 200	
3	1	Hourly	Technician – Regular Hourly Rate	$ 175	
4	1	Hourly	Technician – Overtime Hourly Rate	$ 175	
5	1	Hourly	Laborer – Regular Hourly Rate	$ N/A	
6	1	Hourly	Laborer – Overtime Hourly Rate	$ N/A	
			Wage Rates for Projects Over $60,000.00		
7	1	Hourly	Supervising Technician – Regular Hourly Rate	$ 200	
8	1	Hourly	Supervising Technician – Overtime Hourly Rate	$ 200	
9	1	Hourly	Technician – Regular Hourly Rate	$ 175	
10	1	Hourly	Technician – Overtime Hourly Rate	$ 175	
11	1	Hourly	Laborer – Regular Hourly Rate	$ N/A	
12	1	Hourly	Laborer – Overtime Hourly Rate	$ N/A	
			Wage Rates for Emergency Response		
13	1	Hourly	Supervising Technician– Regular Hourly Rate	$ 200	
14	1	Hourly	Supervising Technician– Overtime Hourly Rate	$ 200	
15	1	Hourly	Technician– Regular Hourly Rate	$ 175	
16	1	Hourly	Technician – Overtime Hourly Rate	$ 175	
17	1	Hourly	Laborer – Regular Hourly Rate	$ N/A	
18	1	Hourly	Laborer – Overtime Hourly Rate	$ N/A	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	$ N/A	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	$0.70 / mi	Current GSA mileage rate
21	1	Disc	Discount off parts	% 0	

ENGINEERING RATE SCHEDULE

Classification		Rate
P1	Principal	$300.00
E12	Engineer 12	$275.00
E11	Engineer 11	$250.00
E10	Engineer 10	$225.00
E9	Engineer 9	$200.00
E8	Engineer 8	$185.00
E7	Engineer 7	$175.00
E6	Engineer 6	$165.00
E5	Engineer 5	$155.00
E4	Engineer 4	$145.00
E3	Engineer 3	$135.00
E2	Engineer 2	$125.00
E1	Engineer 1	$ 115.00
ET3	Engineering Tech 3	$ 105.00
ET2	Engineering Tech 2	$ 95.00
ET1	Engineering Tech 1	$ 85.00
D5	Designer 5	$125.00
D4	Designer 4	$115.00
D3	Designer 3	$ 105.00
D2	Designer 2	$ 95.00
D1	Designer 1	$ 85.00
A2	Administrative/Purchasing	$ 85.00
A1	Administrative/Clerical	$ 65.00

Effective: 3/1/25

From: DUTTON-LEYDA, TRAVIS K.
To: HEERBRANDT, PAUL F.
Cc: CHAVEZ, JESSICA J.; GUNTER, RAYMOND S.; Purchasing DET
Subject: RE: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD
Date: Monday, March 6, 2023 1:57:23 PM
Attachments: image001.png

Fred:

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service, Information Technology as listed below.** If the SOW should change, a new determination will be needed. Since the totality of this project will be more than $60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Thank you.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov
santafenm.gov



From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>
Sent: Monday, March 6, 2023 8:20 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD

The four (4) year contract shall have a maximum total value of $600,000.00, with $150,000.00 allocated for each fiscal year, excluding NMGRT, beginning in FY 2023/2024. This contract will be

utilized by the Public Utilities Department, with the following breakdown:
Amount Per Location

- Santa Fe Wastewater Treatment Facility: $80,000 Per Year
- Canyon Road Water Treatment Facility: $35,000 Per Year
- Transmission and Distribution Main Office: $35,000 Per Year

The Contractor shall perform the following work:

A. The contractor will provide professional Automation/Control Engineering, SCADA/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

1. The location of these services shall include but is not limited to:
   a. Santa Fe Wastewater Treatment Plant Facility and Remote Sites
   b. Canyon Road Water Treatment Plant and Remote Sites
   c. Transmission and Distribution Main Office and Remote Sites
2. The Contractor shall provide but not limited to following services as needed:
   a. Emergency and Non-Emergency SCADA and Field Support Services:

      i: Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for Non-Emergency
   b. Automations and Controls Engineering Service:

      i: Provide Automation and Controls Engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
      ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
   c. System Software Updates:

      i: Keep the city informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components.
   d. Software Programming:

      i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
   e. Telemetry Radio Network:

      i: Provide complete system support for existing radio telemetry.
   f. Computer Support:

      i: Provide network and IT support solutions for SCADA computer and associated components.
      ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.
   g. Preventative Maintenance Plan:

      i: Assist the city in the development of a 10-year preventative

maintenance plan to upgrade and/or replace critical SCADA assets.

h. Documentation:

i: Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

Raymond 'Scott' Gunter, CPO
Procurement Manager
Finance Department
Central Purchasing Office
City of Santa Fe
c. 505-469-8949
RSGunter@santafenm.gov



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	5/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		$ 346,200	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 346,200	$ -

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

FY26 To increase 572970 for the on call SCADA Eng Serv Vendor :WUNDERLICH

No PL# needed because on call

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(346,200)
TOTAL:	**(346,200)**

Linda MacAllister 5/21/2025
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 #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Request for Certificate of Insurance Form

Date: 7/10/2025

To: Kim Anderson
kim@horizonagency.com / Fax 952.944.3091

From: Linda Johnson
linda.johnson@wmeng.com / 952.843.5762

REQUESTING PROJECT MANAGER

Name: Sebastian Rabo

State: NM

Email Address:* sebastian.rabo@wmeng.com

***provide if you want Certificate sent to you**

PROJECT INFORMATION

Project Number – REQUIRED: 8125516

Client Name and Address: City of Santa Fe
73 Paseo Real, Santa Fe, NM 87507

Project Name (optional):

INSURANCE REQUIREMENTS (check insurance requirements here)

☑ **Issue Standard Certificate**
(General Liability, Auto Liability, Worker's Comp., and Umbrella)

☑ **Issue Professional Liability Certificate**
(Note: We cannot name a third party as "Additional Insured" on the Professional Liability policy.)

Additional Insured?

☐ **Yes**

☑ **No**

If Yes, please send copy of "insurance requirements" section from contract if available.

Certificate will be forwarded via email to Linda Johnson and Project Manager.
Horizon Agency will mail original directly to client.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2025

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

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

PRODUCER
Hub International Great Plains, LLC
6500 City West Parkway, Suite 100
Eden Prairie MN 55344

CONTACT NAME: Kim Anderson
PHONE (A/C, No, Ext): 952-914-7145 **FAX (A/C, No):** 952-956-3357
E-MAIL ADDRESS: kim.anderson@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : The Travelers Indemnity Company of America	25666
INSURER D : Travelers Property Casualty Company of America	25674
INSURER E : Travelers Casualty & Surety Company of America	31194
INSURER F : The Travelers Indemnity Company of Connecticut	25682

INSURED WUNDENG-01
Wunderlich-Malec Engineering Inc, Wunderlich-Malec Services, Inc., Wunderlich-Malec Systems, Inc.
6101 Blue Circle Drive
Eden Prairie MN 55344

COVERAGES **CERTIFICATE NUMBER:** 1083776007 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	P630-1N669205-TIA-25	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA1N651564-25-43-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-1N707158-25-43	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ 20,000,000 $ 20,000,000 $
B F D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-1N673083-25-43-G CA UB-1N673083-24-43G NH-UB-1N673083-25-43-G	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	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
E A D	Crime Inland Marine Automobile	N	Y	105877082 41MSRC0983 BA1N651564-24-43-G	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Employee Dishonesty Equipment Hired/Physical Damage	1,000,000 395,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured, Blanket Primary & Non-Contributory, Blanket Waiver of Subrogation applies to the general liability, Automobile Liability and Umbrella. Auto: Comprehensive Ded $1000 and Collision Ded $1,000. General Liability - No Deductible; Excess/Umbrella Follow Form and is over the General, Automobile, and Employers Liability; Blanket Waiver of Subrogation applies to the Workers Compensation: Monopolistic Stop Gap included for OH, WA, WY, ND: All coverages are per the forms and endorsements on the policies listed above. Should any of the above described policies be cancelled before the expiration date 60 days notice will be sent in accordance with the policy provisions. 10 Days notice of cancellation due to non-payment of premium in accordance with the policy provisions
Project #8125516

CERTIFICATE HOLDER

City of Santa Fe
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
Daniel Scartuella

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TRAVELERS

POLICY NUMBER: P-630-1N669205-TIA-25
EFFECTIVE DATE: 01-01-25
ISSUE DATE: 01-02-25

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 30 12 90	NON-STANDARD PAYMENT SCHEDULE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX T0 02 12 95	DELUXE PROPERTY COV PART SUPPL DEC (NY)
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 01 07 94	MORTGAGEE HOLDER SCHEDULE
DX T0 04 09 17	DELUXE PROP SUPP DEC (VA)
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T8 01	GENERAL PURPOSE ENDORSEMENT
DX T8 02	GENERAL PURPOSE ENDORSEMENT
DX T4 61 11 12	BUSINESS INCOME-COINSURANCE
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 12 11 12	COINSURANCE-DIRECT DAMAGE
DX T3 19 11 12	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T3 85 11 12	UTILITY SERVICES-DIRECT DAMAGE
DX T3 86 11 12	UTILITY SERVICES-TIME ELEMENT
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX T5 21 01 23	DIGITAL ASSETS EXCLUSIONS
DX 00 06 11 94	NH - STANDARD FIRE POLICY PROVISIONS
DX 00 07 02 13	MAINE - STANDARD FIRE POLICY PROVISIONS
DX 00 09 05 13	TEXAS CHANGES
DX 01 04 03 22	NH CHANGES
DX 01 08 05 20	MN CHANGES
DX 01 18 06 23	NORTH CAROLINA CHANGES
DX 01 60 10 15	VIRGINIA CHANGES
DX 01 65 05 18	NY CHANGES
DX 01 67 11 12	MAINE CHANGES
DX 01 89 11 12	NEW MEXICO CHANGES
DX 01 94 01 20	GA CHANGES
DX 03 13 03 98	MA CHANGES
DX 03 16 11 12	NY CHANGES - FUNGUS, WET ROT, DRY ROT
IL F0 86 06 09	MAINE CHANGES-POST-JUDGMENT INTEREST
DX T3 98 01 23	ELECTRONIC VANDALISM LIMIT & OTHER CHANG

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 12	GENERAL PURPOSE ENDORSEMENT
CG T8 14	GENERAL PURPOSE ENDORSEMENT
CG T8 15	GENERAL PURPOSE ENDORSEMENT
CG T8 16	GENERAL PURPOSE ENDORSEMENT
CG T8 17	GENERAL PURPOSE ENDORSEMENT
CG T8 18	GENERAL PURPOSE ENDORSEMENT
CG T8 19	GENERAL PURPOSE ENDORSEMENT
CG D2 70 01 10	ADD'L INS ENGS, ARCHITECTS, SURVEYORS
CG D3 21 01 04	TOTAL GENERAL AGGREGATE LIMITED PROJECTS
CG D3 61 03 05	ADD'L INSURED-OWNERS,LESSEES,CONTRACTORS
CG D4 14 04 08	BLANKET ADDL INSD - WRITTEN CONTRACTS
CG D4 16 05 08	SCHEDULED ADDL INSURED-WRITTEN CONTRACT
CG D6 04 02 19	BLANKET ADDL INS - AUTOMATIC STATUS REQ
CG D6 60 10 12	AMEND CONT LIAB EXCL ASSUM BY NI & AI
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG 20 10 10 01	ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 20 37 07 04	ADD INSURED-OWNRS,LESSEES,CONT COMPL OPS
CG 24 04 12 19	WVR OF TRANS OF RIGHTS OF RECOVERY
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D3 79 02 19	XTEND END FOR ARCHITECTS, ENG & SURVEY
CG D2 64 11 03	EXCL-TEST/CONSULTING ERRORS AND OMISSION
CG D2 72 11 03	EXCL-INSPECTION/APPRAISAL/SURVEY COMPANI
CG D2 73 11 03	EXCL-ENGINEERS/ARCHITECTS PROF LIAB
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D4 18 11 09	EXCL - PROF SERV - ARCHITECT/ENG/SURVEY
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG D0 76 06 93	EXCLUSION-LEAD
CG D0 93 08 96	EXCL-COMPUTER SOFTWARE ERRORS & OMISSION
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG F1 19 06 24	IN CHANGES - DEFINITION OF POLLUTANTS
CG F2 50 06 24	MO CHANGES - DEFINITION OF POLLUTANTS
CG F2 58 01 08	WA CHANGES
CG F4 27 06 24	AR CHANGES - DEFINITION OF POLLUTANTS
CG F9 30 05 22	MN CHGS-CONTRACTUAL LIAB EXCL & SUPP PAY
CG G0 01 05 22	CONTRACT LIAB EXCL EXP DMGS INSD CONT-MN
CG 26 05 02 07	MINNESOTA CHANGES
CG 26 81 12 04	MINNESOTA CHANGES - DUTIES CONDITION

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

EMPLOYEE BENEFITS LIABILITY (CONTINUED)

CG D9 48 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG T9 20 01 16	MINNESOTA CHANGES - EBL

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IL T3 68 01 21	FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 00 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 05 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL T9 99 09 07	SOUTH DAKOTA CHANGES - APPRAISAL
IL F0 59 06 24	IN CHANGES - DEFINITION OF POLLUTANTS
IL F0 60 06 24	AR CHANGES - DEFINITION OF POLLUTANTS
IL F0 61 06 24	MO CHANGES - DEFINITION OF POLLUTANTS
IL F1 00 02 20	CA CHANGES - REPLACEMENT COST
IL F1 41 09 19	ADDITIONAL BENEFITS- MARYLAND
IL F1 44 07 20	CA CHANGES
IL F1 52 10 22	ACTUAL CASH VALUE - MAINE
IL F1 53 12 22	ACTUAL CASH VALUE - NEW YORK
IL F1 54 12 22	ACTUAL CASH VALUE DEFINITION - GEORGIA
IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 22 05 87	EFF TIME CHANGES-REPLACEMENT OF 12 NOON
IL 01 14 10 13	WYOMING CHANGES-DEFENSE COSTS
IL 01 23 11 13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 30 01 21	MA CHANGES - INTENTIONAL LOSS
IL 01 62 10 13	ILLINOIS CHANGES - DEFENSE COSTS
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IL T3 05 07 15	INSURER AMENDMENT ENDORSEMENT
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IL T9 57 12 17	OR CHANGES
IL T9 58 11 17	IN CHGES - CONCEALMENT, MISREP OR FRAUD
IL T9 69 09 07	CO CHANGES CONCEAL MISREP OR FRAUD
IL T9 76 09 07	PENNSYLVANIA CHANGES
IL T9 77 07 94	PENNSYLVANIA NOTICE
IL T9 80 10 94	WA CHANGES-ACTUAL CASH VALUE
IL T9 82 02 23	WA CHANGES - EXCLUDED CAUSES OF LOSS
IL T9 84 10 94	FLORIDA CHANGES-LEGAL ACTION AGAINST US
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PN T2 27 06 19	LOSS CONTROL SERVICES (TEXAS)
PN T5 74 09 22	NOTICE NY HAZARDOUS MATERIAL REPORT
PN T1 01 10 19	IMPORTANT NOTICE - VIRGINIA
PN T1 94 12 21	IMPORTANT NOTICE - LEAD EXCLUSION
PN T4 71 04 20	IMPORTANT NOT-POLICYHOLDER INFO-ARKANSAS
PN T6 14 11 09	IMP NOTICE TO IOWA POLICYHOLDERS-ACV
PN T9 13 01 13	IMP NOTICE TO VA POLICYHOLDERS - EQ
PN U3 53 06 19	IMPT NOTICE - FLOOD - TX

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: P-630-1N669205-TIA-25 ISSUE DATE: 01-02-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) – GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: $ 10,000,000

Designated Project(s):

"EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED ANDEXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS."

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

   1. Medical Expenses under COVERAGE C (SECTION I);
   2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   3. Damages under COVERAGE B (SECTION I)

   regardless of the number of:

   a. Insureds;
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits"; or
   d. Designated "projects" listed in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be

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attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.

C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:
   1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
   2. Such payments shall not reduce any Designated Project General Aggregate Limit.

   As respects this Provision **C.**, the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

D. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
   2. The General Aggregate Limit is the most we will pay for the sum of:
      a. Damages under Coverage B; and
      b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.

F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

   "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section IV – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED:**

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section II – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section II – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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TRAVELERS

Report Claims Immediately by Calling*

1-800-238-6225

Speak directly with a claim professional
24 hours a day, 365 days a year

*Unless Your Policy Requires Written Notice or Reporting

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY

A Custom Insurance Policy Prepared for:

WUNDERLICH-MALEC ENGINEERING,
6101 BLUE CIRCLE DRIVE
EDEN PRAIRIE MN 55343

One Tower Square, Hartford, Connecticut 06183

POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY

POLICY NO.: CUP-1N707158-25-43
ISSUE DATE: 01/02/2025

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. **NAMED INSURED AND MAILING ADDRESS:** WUNDERLICH-MALEC ENGINEERING, INC.
6101 BLUE CIRCLE DRIVE
EDEN PRAIRIE MN 55343

2. **POLICY PERIOD:** From 01/01/2025 to 01/01/2026 12:01 A.M. Standard Time at your mailing address.

3. **LIMITS OF INSURANCE:**

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	$20,000,000	General Aggregate
	$20,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	$20,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	$50,000	all Crisis Management Events

4. **SELF-INSURED RETENTION:** $10,000 any one occurrence or event

5. **PREMIUM:** $ 180,600 X Flat Charge Adjustable (See Premium Schedule)

6. **TAXES AND SURCHARGES:**

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

HUB INTL GREAT PLAINS - F7394
6500 CITY WEST PKWY STE 100
EDEN PRAIRIE MN 553447704

COUNTERSIGNED BY:

_____
Authorized Representative

DATE: _____

OFFICE: MINNEAPOLIS MN

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employers Liability

Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number UB-001N673083-25

Policy Period

From: 01/01/2025

to: 01/01/2026

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

Limits Of Liability	
Bodily Injury By Accident Each Accident	$1,000,000*
Bodily Injury By Disease Policy Limit	$1,000,000*
Bodily Injury By Disease Each Employee	$1,000,000*

Employee Benefits Liability

Carrier THE TRAVELERS INDEMNITY COMPANY OF AMERICA

Policy Number 630-1N669205-25

Policy Period

From: 01/01/2025

to: 01/01/2026

Limits Of Liability	
Each Employee	$1,000,000
Aggregate	$2,000,000

Commercial General Liability

Carrier THE TRAVELERS INDEMNITY COMPANY OF AMERICA

Policy Number 630-1N669205-25

Policy Period

From: 01/01/2025

to: 01/01/2026

Limits Of Liability	
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Automobile Liability

Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Policy Number BA-001N651564-25

Policy Period

From: 01/01/2025

to: 01/01/2026

Limits Of Liability	
Bodily Injury And Property Damage Combined Single Limit	$1,000,000

Foreign General Liability

Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number ZGC-41M75516-23

Policy Period

From: 01/01/2025

to: 01/01/2026

Limits Of Liability	
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

Foreign Employers Liability

Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number ZGC-41M75516-23

Policy Period

From: 01/01/2025

to: 01/01/2026

Limits Of Liability	
Bodily Injury By Accident Each Accident	$1,000,000
Bodily Injury By Disease Policy Limit	$1,000,000
Bodily Injury By Disease Each Employee	$1,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Foreign Automobile Liability	**Limits Of Liability**	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury And Property Damage Combined Single Limit	$1,000,000
Policy Number ZGC-41M75516-23		
Policy Period		
From: 01/01/2025		
to: 01/01/2026		

	Limits Of Liability	
Carrier		
Policy Number		
Policy Period		
From:		
to:		

	Limits Of Liability	
Carrier		
Policy Number		
Policy Period		
From:		
to:		

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POLICY NUMBER: CUP-1N707158-25-43

EFFECTIVE DATE: 01/01/2025

ISSUE DATE: 01/02/2025

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20	POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE POLICY
EU 00 03 08 18	SCHEDULE OF UNDERLYING INSURANCE
EU 00 01 07 16	EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EU 02 34 07 16	AMENDMENT OF COVERAGE - DEFINITIONS
EU 03 35 08 18	FUNGI OR BACTERIA EXCLUSION - COVERAGE B
EU 03 46 08 18	NON CUMULATION OF OCCURRENCE LIMIT
EU 01 44 07 16	COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS
EU 00 07 07 16	CAP LOSSES - CERT ACTS TERRORSM AND EXCL
EU 01 18 07 16	AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION - COVERAGE B
EU 01 30 08 18	ARCHITECT, ENGINEER OR SURVEYOR PROFESSIONAL SERVICES EXCLUSION - COVERAGE B
EU 01 40 07 16	CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS EXCLUSION - COVERAGES A AND B
EU 01 57 07 16	DESIGNATED PROFESSIONAL SERVICES EXCLUSION - COVERAGE B
EU 03 26 08 18	COMPTR SOFTWRE E AND O, EDP EXCL - COV B
EU 03 31 08 18	DISCRIMINATION EXCLUSION - COVERAGE B
EU 03 44 08 18	LEAD EXCLUSION - COVERAGE B
EU 03 63 08 18	SILICA OR SILICA-RELATED DUST EXCLUSION - COVERAGE B
EU 03 68 08 18	TESTING AND CONSULTING ERRORS AND OMISSIONS EXCLUSION - COVERAGE B
EU 04 21 09 21	INTELLECTUAL PROPERTY EXCLUSION - COVERAGE B
EU 04 44 01 23	VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS EXCLUSION - COVERAGE B
EU 00 50 07 16	MINNESOTA CHANGES
EU 00 79 06 24	INDIANA CHANGES - DEFINITION OF POLLUTANTS
EU 00 80 08 18	INDIANA CHANGES - WORKERS COMPENSATION EXCLUSION

INTERLINE ENDORSEMENTS

IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 09 10 07 02	PENNSYLVANIA NOTICE

POLICY HOLDER NOTICES

PN T4 71 04 20	IMPORTANT NOTICE - POLICYHOLDER INFORMATION - ARKANSAS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-1N673083-25-43-G

NJ TAX IDENTIFICATION NO.: 411412464000 RENEWAL OF (UB-1N673083-24-43-G)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
A Stock Company

NCCI CO CODE: 13579

1.

INSURED:
WUNDERLICH-MALEC ENGINEERING, INC.
6101 BLUE CIRCLE DR
EDEN PRAIRIE, MN 55343

PRODUCER:
HUB INTL GREAT PLAINS
6500 CITY WEST PKWY STE 100
EDEN PRAIRIE, MN 553447704

Insured is CORP & LLC

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-25 to 01-01-26 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
AL AZ CA CO CT FL GA IA ID IL IN KS KY LA MA MD ME MN MO MS MT NC NH NJ NM NV NY OR PA SD TN TX VA VT WI

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1,000,000	Each Accident
Bodily Injury by Disease:	$	1,000,000	Policy Limit
Bodily Injury by Disease:	$	1,000,000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AR DC DE HI MI NE OK RI SC UT WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY

DATE OF ISSUE: 12-31-24 LL
OFFICE: MINNEAPOLIS MN 116
PRODUCER: HUB INTL GREAT PLAINS F7394

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1N673083-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

DATE OF ISSUE: 12-31-24 ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-1N673083-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 12-31-24 ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-1N673083-25-43-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: 12-31-24 ST ASSIGN: Page 1 of 1

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 J9 (00) - 001

POLICY NUMBER: UB-1N673083-25-43-G

KANSAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us, and

1. Such written contract is not a construction contract subject to the Kansas Fairness in Private Construction Contract Act (Kan. Stat. Sections 16-1801 through 16-1807) or the Kansas Fairness in Public Construction Contract Act (Kan. Stat. Sections 16-1901 through 16-1908), or any amendments to those laws; or
2. This policy is part of a consolidated or wrap-up insurance program.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to issuance of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE 12-31-24 ST ASSIGN Page 1 of 1

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CITY OF SANTA FE

Date: July 29, 2025

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

From: Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Jul 29, 2025 17:18:55 MDT)

Via: Maria Tucker, Community Services Department Director Maria Tucker (Jul 30, 2025 10:09:57 MDT)

Subject: NCNMEDD NMAAA Contract No. 2025-26-60026

Vendor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging

Munis Vendor Number: N/A

ITEM AND ISSUE:

Request for Approval of Title III Federal and Sub-Award #2025-26-60026 for Services with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging in Home Support, Transportation, Nutrition in the Total Amount of $737,207.56 through June 30,2026. (Manuel Sanchez, Senior Services Director; mnsanchez@santafenm.gov)

BACKGROUND AND SUMMARY:

The NCNMEDD NMAAA Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older American Act (OAA). The attached Contract reflects the FY26 awarded Federal appropriations for Title III programs as follows: Title III-B (Transportation and Homemaker Supportive Services Program) $55,053.16, Title III-C-1 (Congregate Nutrition Program) $90,000.00, Title III C-2 (Home Delivered Nutrition Program) $50,000.00, Title III-E (Family Caregiver Support Program) $50,000.00, and NMGAA- State/HB-2 $492,154.40.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: Area Agency on Aging-State-IFT/490710
Area Agency on Aging-Fed-IFT/490715

Munis Object Name/Number: Various

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was

NCNMEDD NMAAA Contract #2025-26-60026 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**

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: Various

Approval: Erika Lujan **Title:** Grant Man **Date:** 8/8/2025

Comment/Exceptions: _____

ATTACHMENTS:
NCNMEDD NMAAA Title III Federal and State Sub-Award Agreement #2025-26-60026
Project Ledger Request Approved Form Congregate Meals
Project Ledger Request Approved Form Home Delivered Meals
Project Ledger Request Approved Form Respite
Project Ledger Request Approved Form Homemaker
Project Ledger Request Approved Form Grandparents Raising Grandchildren
Project Ledger Request Approved Form Transportation

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Santa Fe, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.

C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.

D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$737,207.56.** Said aggregate amount is to be derived from the following sources.

1. **$55,053.16** from Title III-B of the OAA [Assistance Listing Number 93.044].

2. **$90,000.00** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].

3. **$50,000.00** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].

4. **$0** from Title III-D of the OAA [Assistance Listing Number: 93.043].

5. **$50,000.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and

6. **$492,154.40** from the NMGAA-State/HB-2

F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.

2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
   a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.

b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2026. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.

3. Payment for services shall be consistent with all applicable federal and state laws and regulations.

4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.

5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.

9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
7. Participate in Agency monitoring and annual compliance assessments.
8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Certification Regarding Lobbying*
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

G. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.

H. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2025, through June 30, 2026. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

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

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New

Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*
The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*
The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*
The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient 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 entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the
services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency 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 Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

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

10. SUBCONTRACTING

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

11. 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. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

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

14. CONFLICT OF INTEREST

The Subrecipient 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 the Agreement. The Subrecipient 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 or state employee or former state employee have been followed.

15. AMENDMENT

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

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

18. APPLICABLE LAW

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

19. WORKERS COMPENSATION

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

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 Aging and Long-Term Services Department, the Department of Finance and Administration 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. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

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:

AGENCY:
NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:
City of Santa Fe, Senior Services Division
Manuel Sanchez, Division Director
1121 Alto Street
Santa Fe, NM 87501

27. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

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

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	July 1, 2025
Date	*Date*

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Congregate Meals

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2624105
Grant ID: F2605/S2606
Approved By: BSG 07.03.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

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: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: $113,667.26

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: $110,000.00

Expense String Phase: LOCAL 2410114 $305,346.52

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 MUNIS ORG: 2410114 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: SEE ATTACHED ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): 93.045

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: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Home Delivered Meals

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624106
Grant ID: F2605/S2606
Approved By: BSG 07.03.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

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: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: $151,500.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: $60,000.00

Expense String Phase: LOCAL 2410114 $840,971.22

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 MUNIS ORG: 2410114 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410114.490710, 2410114.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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: 07/02/2025

Project Title: NCNMEDD NMAAA Title III- Respite

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624107
Grant ID: F2605/S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: $49,200.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: $76,786.00

Expense String Phase: LOCAL 2410113 $615,782.13

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 MUNIS ORG: 2410113 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410113.490710, 2410113.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Homemaker

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624108
Grant ID: F2605/S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2024 to 06/30/2025 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: $111,00.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: $23,000.00

Expense String Phase: LOCAL 2410113 $237,855.87

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 MUNIS ORG: 2410113 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410113.490710, 2410113.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Grandparents Raising Grandchildren

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624109
Grant ID: S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: $5,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: LOCAL 2410113 $3,647.00

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 MUNIS ORG: 2410113 MUNIS OBJ: 510500

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410114.490710 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Transportation

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624110
Grant ID: F2605/S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410115 MUNIS OBJ: 490710 Awarded Amount: $107,500.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410115 MUNIS OBJ: 490715 Awarded Amount: $42,790.67

Expense String Phase: LOCAL 2410115 $1,009,105.00

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410115 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410115.490710, 2410115.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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

Signature: ERIKA LUJAN
ERIKA LUJAN (Aug 8, 2025 15:47:24 MDT)

Email: evlujan@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: August 7, 2025

To: Finance Committee

From: Emily K. Oster, Finance Director; Rod Gould, Senior Advisor and Public Engagement Coordinator EKO RG

RE: FY 2026/2027 Budget Process Development

EXECUTIVE SUMMARY:

This resolution would adopt improvements to the City of Santa Fe's ("City") budget process to be utilized for the development of the fiscal year 2026-2027 budget. Specifically, it establishes a timeline for activities related to improving upon and planning for the development of the City's fiscal year 2026-2027 budget.

This resolution responds to feedback from members of the Governing Body and City staff about deficiencies in the budgeting process used in fiscal years 2023, 2024 and 2025. The process proposed in this resolution incorporates the development of long-range goals and one-year priorities, includes mechanisms for the Governing Body to develop understanding and provide input in budget development, and focuses on service levels and outcomes rather than line expenditure items. Tracking of key performance indicators and regular progress reports on goals add accountability and year-round management to budgeting, making the budget a more meaningful tool for organizational management.

The budget process proposed in this resolution aligns with nationally recognized leading practices recommended by the Government Finance Officers Association (GFOA), the International City/County Management Association (ICMA), and experts in the field of municipal budgeting.

ATTACHMENTS:

Resolution
FIR
FY26-27 Budget Development PowerPoint

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

Councilor Pilar Faulkner

A RESOLUTION

ADOPTING IMPROVEMENTS TO THE BUDGET PROCESS FOR THE FISCAL YEAR 2026-2027 ANNUAL OPERATING BUDGET.

WHEREAS, Article V, Section 5.01 (M) of the City of Santa Fe's ("City") Charter requires that the Mayor "[w]ork with City personnel and prepares an annual budget and spending priority for review and approval by the finance committee and the governing body"; and

WHEREAS, Section 11-2.1(A) of the City's Code requires that the operating budget to include the following elements:

- anticipated revenues by fund;
- planned expenditures by fund, department and category;
- planned cash transfers between funds;
- estimated beginning and ending cash balances;
- costs for personnel salaries and benefits by fund and department;
- general obligation and revenue bonded debt service; and
- Line-item detailed reports for all funds and detailed personnel schedules, which must

be prepared and be available upon request; and

WHEREAS, Section 11-2.1(B) of the City's Code provides that the annual budget may include the following components in a multi-year section of the budget:

- Schedules of lease purchase agreements;
- Capital outlay appropriations authorized for up to three years;
- Grant appropriations authorized for up to the term of the relevant grant;
- "Special" appropriations, which are limited-duration, non-capital appropriations, authorized for up to three years;
- Reauthorizations of multi-year appropriations unexpended during the initial appropriation term and deemed necessary; and
- Deauthorizations of prior-year(s), unexpended, multi-year appropriations; and

WHEREAS, Section 11-2.5 of the City Code requires that, prior to the mayor's recommendation of the annual budget to the governing body, the city manager shall direct all departments to review all fees and charges assessed by that department; and

WHEREAS, the process used in fiscal years 2023, 2024, and 2025 to prepare the City's operating budget was not tied to long-range goals and one-year priorities adopted by the Governing Body, and did not include a formal mechanism in advance of the Finance Committee and Governing Body budget hearings for the Governing Body to develop an understanding and to provide input into budget development, and focused on line expenditure items rather than service levels and outcomes; and

WHEREAS, a "management system" that includes Governing Body goals and priorities and Key Performance Indicators ("KPIs") for department goals and objections should be used to provide performance feedback for the Governing Body and for all City employees; and

WHEREAS, the City's budget process should be performance-based and focused on service levels and outcomes so that it is a key policy document for oversight of City services; and

WHEREAS, on July 28, 2025, the City's Finance Director and the Mayor's Senior Advisor and Public Engagement Coordinator presented a schedule and process to the City's Finance Committee to integrate strategic planning, key indicators, and performance-based budgeting into the City's budgeting process for Fiscal Year 2026-2027; and

WHEREAS, the Governing Body wishes to adopt the proposed plan and schedule for adopting Mayor and Governing Body goals and priorities; Departmental goals, objectives, and key performance indicators; and performance-based budgeting that will provide a framework for the Governing Body's review and approval of the Mayor's budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall work with staff to implement the following schedule and process for preparation of the Fiscal Year 2026-2027 budget:

<u>July - August 2025</u>

- Meet with the Finance Committee to discuss reforms and adjustments to the City's budgeting process by adopting this Resolution.

<u>October 2025</u>

- Hold a Study Session with the Governing Body to discuss setting goals, objectives, and key performance indicators for Fiscal Year 2026-2027 and the budget process, generally

<u>December 2025</u>

- Hold a two-day special meeting of the Governing Body during which Department Directors present Fiscal Year 2026-2027 goals, objectives, key performance indicators, and progress status updates. Invite mayor-elect and councilor-elects to the meeting.

<u>January 2026</u>

- Hold a half-day, special Governing Body meeting to set long-range goals and one-

year priorities and discuss and clarify City governance and roles.

- Officially start the budget process for Fiscal Year 2026-2027.

Late January 2026

- Work with the Finance Department to provide best estimates for Fiscal Year 2026-2027 revenues and steady state expenditures.
- Work with the Mayor and Finance Department to provide departments directions for submitting their budget requests, including any proposed modifications to fees or charges.

February--March 2026

- Ensure that departments submit budget proposals, including goals, objectives, and key performance indicators, and any augmentation requests or additional funding requests.
- Share the budget proposals with the Finance Committee.
- Take steps necessary to coordinate the Finance Department and other Departments preparing the Mayor's budget proposal for submission to the Finance Committee and Governing Body in April and May, respectively. These steps include coordinating meetings with the Mayor, City Manager and Finance Department with departments to discuss budget proposals and shape the proposed 2026-2027 budget.

April - May 2026

- Hold joint hearings of the Finance Committee and the Governing Body to review departmental budget requests and status updates on the Fiscal Year 2025-2026 goal achievement,
- Finance Committee recommends budget to the Governing Body.

May 2026

- The Governing Body adopts the Fiscal Year 2026-2027 annual budget.

June 2026

- The City submits its Fiscal Year 2026-2027 budget to the New Mexico Department of Finance and Administration for approval.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Aug 8, 2025 14:46:24 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/FY26-27Budget Development Resolution

FIR No. 10708.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): FY26/27 Budget Process Development

Sponsor(s): Councilor Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor Pilar Faulkner

Reviewing Department(s): Finance Department

Staff Completing FIR: Emily K. Oster, Finance Director

Date: 08/07/2025 **Phone:** (505)-629-3411

Reviewed by City Attorney: Erin McSherry **Date:** 08/08/2025

Erin McSherry (Aug 8, 2025 14:46:24 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 08/08/2025

Summary:
This resolution would adopt improvements to the City of Santa Fe's ("City") budget process to be utilized for the development of the fiscal year 2026-2027 budget. Specifically, it establishes a timeline for activities related to improving upon and planning for the development of the City's fiscal year 2026-2027 budget.

Departments Affected:
All City Departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Governing Body will not direct the City Manager to work with staff to implement new budgeting processes for the development of the fiscal year 2026-2027 budget.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
The proposed schedule and process are designed to focus the budget process on City performance and service.

Fiscal Implications:
No fiscal impact. This resolution directs the City Manager to work with staff to implement improvements to budgeting processes. Current City staff would perform the work directed by this resolution.

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: rsgould@santafenm.gov

Santa Fe Budget Improvements

July 28, 2025

Goals

Provide the Governing Body with greater understanding and say in budget development

- Move to a Performance Based Budget from Current Spending Document
- Focus on Service Levels and Outcomes v. Line Expenditure Items
- Budget Becomes More of a Key Policy Document and Instrument for City Services Oversight

Internal Leadership Team Efforts

The Internal Leadership Team has been developing a new management system for better results.

- It includes calls for Mayor & Governing Body Goals and Priorities, Departmental Goals, Objectives and KPIs and Performance Feedback for all Employees
- Making Progress

Step One:

July - August 2025:

- Meetings with the Finance Committee to discuss reforms and make adjustments

October 2025

- Study Session with Governing Body to discuss recommended enhancements to propose and schedule

December 2025

Two days of hearings

Department Directors present:

- Current-year Goals, Objectives, and KPIs
- Progress status updates
- Participation of newly elected Councilors

January 2026: Strategic Workshop

Special half-day workshop for Governing Body

- Set long-range goals and one-year priorities
- Discuss governance issues and role clarification
- Official start of FY 26–27 budget process

Late January 2026

Finance provides:

- Best estimates of FY26-27 revenues and steady state expenditures.
- Mayor and City Manager give directions for budget submittal preparation by departments

February 2026

Second Week:

Departments submit budget proposals to include:

- Goals, Objectives, KPIs
- Augmentation requests

Late March – Early April 2026

Mayor, City Manager, and Finance:

- Meet with departments
- Discuss proposals
- Shape proposed FY 26–27 budget

April – May 2026

Finance updates its estimates of revenues, and expenditures for the proposed budget

Joint hearings of Finance Committee and Governing Body to:

- Consider departmental budget requests
- Review status updates on FY 25–26 goal achievement
- Finance Committee makes final budget proposal recommendations to Governing Body

Charter Requirements

- The Charter mandates a Finance Committee recommendation to the Governing Body on the budget by holding joint meetings
- Joint hearings satisfy this requirement while promoting transparency and collaboration

May 2026 - Third Week

Governing Body adopts FY 26–27 Annual Budget

June 2026 - First Week

Finance submits final FY 26-27 budget to the State of New Mexico for official review

CITY OF SANTA FE

Memorandum

Date: July 31, 2025

To: Governing Body, Public Works and Utility Committee, Quality of Life Committee

From: Zoë Isaacson, River and Watershed Manager

Via: Melissa McDonald, Parks and Open Space Division Director
Regina Wheeler, Public Works Director RW
Jesse Roach, Interim Public Works and Utilities Director JR

RE: Solutions to Two Mile Pond

EXECUTIVE SUMMARY:
This resolution directs the City of Santa Fe's ("City") City Manager and the Santa Fe River Commission to work with relevant City staff to analyze and, if feasible, establish the predevelopment location of the Santa Fe River as the primary watercourse from below Nichols Dam to Cerro Gordo Road. This effort would involve the engagement of a comprehensive engineering analysis of the Two Mile Pond complex and riparian corridor, and the design and establishment new infrastructure to support a free-flowing Santa Fe River. These actions would be accompanied by the commitment to collaborate and engage with identified stakeholders throughout the process. Additionally, the resolution directs that all planning, analysis, and implementation of the named actions would be guided by the principles of feasibility and long-term sustainability that would consider ecological value, water resource management, financial viability, and public safety.

BACKGROUND AND ANALYSIS:
The City of Santa Fe has long recognized the ecological, cultural, and community value of restoring the Santa Fe River as a "living river." This vision was formally established through the adoption of the Santa Fe River Target Flow Ordinance in 2012 (Ordinance 2012-10), which created a legal and administrative framework to deliver dedicated flows from city reservoirs to support river health, habitat, and equitable access to water downstream. The ordinance represents a shift toward adaptive river management that balances human use with the restoration of ecological function.

Historically, the Santa Fe River served as a vital lifeline for the region, both ecologically and culturally. However, since 1881, its natural flow regime has been altered by a complex system of utility infrastructure, including reservoirs, pipes, culverts, and diversions, particularly in the reach between Nichols Reservoir and Cerro Gordo Road. These modifications, while originally designed for urban water supply and flood control, have impacted riparian habitat, diminished floodplain connectivity, and interrupted natural hydrologic processes.

The City now has a unique opportunity to reevaluate water infrastructure and river management in this reach. By late 2025, a new pipe connecting Nichols Reservoir to Canyon Road Water Treatment Plant will render obsolete several key pieces of infrastructure in the river corridor, freeing the City to consider restoring the river to its approximate predevelopment course. This coincides with the broader goal of creating a resilient, self-sustaining river system that delivers ecological services while enhancing community well-being.

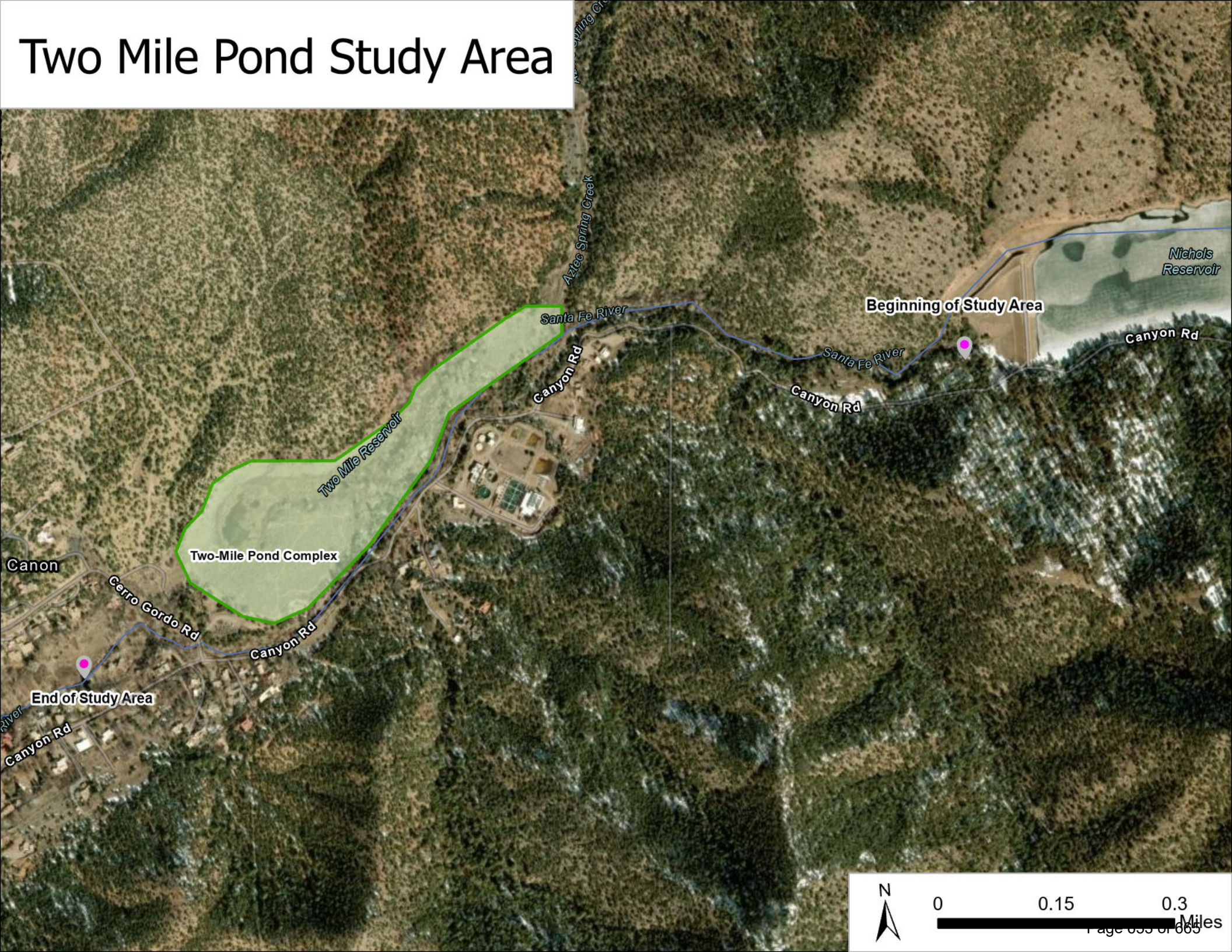
In response, this resolution initiates a targeted effort to evaluate, and if possible, reestablish surface flows along the approximate location of the river in 1881 from just below Nichols Reservoir to below Cerro Gordo Road and to restore the integrity of a functional riparian channel. It is expected that restoration of flows to this segment will benefit riparian habitat and improve water quality. Importantly, this effort will be undertaken without measurable diminishment of flows to downstream users, as encouraged under the Target Flow Ordinance.

To accomplish this, the City will conduct a comprehensive engineering and ecological analysis of the river corridor. This includes assessing existing infrastructure such as the remnants of the Two Mile Reservoir and the culvert system under Cerro Gordo Road, determining whether modifications or removal are necessary to facilitate natural flow, and identifying opportunities for new infrastructure that supports ecological function. The analysis will be grounded in sound hydrologic, geotechnical, and sediment transport science, and will evaluate potential habitat benefits and environmental risks. Potential benefits of re-establishing river flow in the approximate location of the pre-development river will be weighed against the costs associated with necessary infrastructure upgrades developed with this analysis.

The City is committed to a collaborative and transparent approach, working closely with stakeholders including conservation organizations, tribal entities, regulatory agencies, and the public. Engagement will include visioning sessions to help define the most appropriate long-term condition for the corridor and broad outreach to promote understanding of the Santa Fe River Target Flow Ordinance and its role in this work.

Planning and implementation will be guided by principles of sustainability, equity, feasibility, and public safety. Ultimately, this resolution marks a foundational step toward realizing the community's long-held vision: a restored, resilient Santa Fe River that supports ecological health, cultural vitality, and quality of life for future generations.

ATTACHMENTS:
Resolution
FIR
Map: Two Mile Pond Study Area


Two Mile Pond Study Area
Aztec Spring Creek
Nichols Reservoir
Beginning of Study Area
Santa Fe River
Canyon Rd
Santa Fe River
Canyon Rd
Canyon Rd
Two Mile Reservoir
Two-Mile Pond Complex
Canon
Cerro Gordo Rd
Canyon Rd
End of Study Area
Canyon Rd
N
0
0.15
0.3
Miles

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

A RESOLUTION

DIRECTING THE CITY MANAGER TO WORK WITH THE SANTA FE RIVER COMMISSION AND RELEVANT CITY OF SANTA FE STAFF TO ANALYZE AND, IF FEASIBLE, RE-ESTABLISH RIVER FLOWS THROUGH THE PREDEVELOPMENT PATH OF THE SANTA FE RIVER FROM BELOW NICHOLS RESERVOIR TO CERRO GORDO ROAD; CONTRACT FOR A COMPREHENSIVE ENGINEERING ANALYSIS OF THE TWO MILE POND COMPLEX; DESIGN AND ESTABLISH NEW INFRASTRUCTURE AS NEEDED; COLLABORATE WITH STAKEHOLDERS TO DETERMINE THE MOST APPROPRIATE LONG-TERM CONDITION FOR THE RIVER CORRIDOR; AND PROVIDE PUBLIC EDUCATION ABOUT THE SANTA FE RIVER TARGET FLOW ORDINANCE.

WHEREAS, the City formalized its commitment to restoring the Santa Fe River as a "living river" by adopting Ordinance 2012-10, which established Article 25-13, SFCC 1987, the "Santa Fe River Target Flow Ordinance"; and

WHEREAS, the Governing Body adopted *Administrative Procedures for the Santa Fe*

River Target Flows Ordinance, in Resolution 2012-28, which guide the implementation of target flows and adaptive river management for enhanced ecological and cultural resources management and equity for downstream users; and

WHEREAS, water utility infrastructure including dams, pipes, and diversions has impacted the river corridor from below Nichols Reservoir to Cerro Gordo Road since 1881, and has diverted the majority of river flows out of the predevelopment channel since the 1890s; and

WHEREAS, beginning in late 2025, a new connection from Nichols Reservoir to Canyon Road Water Treatment Plant will be completed, rendering obsolete several key pieces of infrastructure in the corridor and freeing the City to consider restoring the river to its approximate predevelopment course from below Nichols Reservoir to Cerro Gordo Road; and

WHEREAS, consistent with the intent of the Santa Fe River Target Flow Ordinance to restore the Santa Fe River as a living river, the City is committed to reestablishing water flow through the approximate course of the predevelopment Santa Fe River from below Nichols Reservoir to Cerro Gordo Road to create a free-flowing and functional riparian corridor; and

WHEREAS, well-informed decisions regarding infrastructure modifications are crucial to realizing the goal of a free-flowing river while maintaining public safety and ensuring responsible resource management without significantly diminishing flow downstream.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE directs the City Manager and/or the River Commission, as applicable, to take the following steps:

1) Work with staff to re-establish Santa Fe River flow through the predevelopment path of the Santa Fe River from below Nichols Dam to Cerro Gordo Road. This restoration will be pursued to the extent feasible, consistent with sound engineering practices, acceptable financial impact, and applicable legal requirements, and shall not cause measurable diminishment of downstream flows. This effort shall remain fully

consistent with the Santa Fe River Target Flow Ordinance and its administrative framework, including the use of up to one thousand (1,000) acre-feet per year for bypass flows to the Santa Fe River below Nichols Reservoir to support ecological and community objectives throughout the entire river corridor.

2) Work with the Public Works and Public Utilities Departments or a qualified consultant to conduct a comprehensive engineering analysis of the riparian corridor from Nichols Reservoir to the confluence below Cerro Gordo Road. This evaluation will determine the purpose and current need for each structure in the corridor, assess its condition and structural integrity, determine whether any features pose barriers to achieving a free-flowing river, and recommend modifications or removal. This analysis shall also include, but not be limited to:

    a. Hydrologic and hydraulic analysis to investigate restored channel flow capacity and potential impacts of riparian channel restoration on downstream river flows.
    b. Geotechnical investigations to assess soil stability and foundation conditions including design requirements to accommodate flow through the region occupied by the former remnants of the Two Mile Reservoir and flow through a modified culvert system beneath Cerro Gordo Road.
    c. Sediment transport analysis to understand current and potential sediment movement.
    d. Ecological assessments to evaluate existing riparian and wetland habitat and potential benefits and impacts of a restored channel, including downstream effects, as well as identifying potential impacts of increased flows through the restored channel.

e. Financial evaluation for feasibility and prudence of options consistent with applicable state law.

The City shall integrate the results of the analyses by applying the hydrologic benchmarks and adaptive strategies outlined in the Administrative Procedures for Santa Fe River Target Flows, previously adopted in Resolution 2012-28.

3) Design and establish new river infrastructure. Where appropriate and feasible based on the engineering analysis, the City Manager or designee shall work with City staff to design and implement new infrastructure to support a restored and free-flowing Santa Fe River. This work may include, but not be limited to the following:

a. Constructing culverts, bridges, or other crossings to accommodate natural flow regimes.

b. Implementing bank stabilization measures to protect infrastructure and enhance riparian habitat.

BE IT FURTHER RESOLVED that the City shall collaborate and engage with stakeholders throughout the above processes, including but not limited to The Nature Conservancy, Randall Davey Audubon Center, Santa Fe County, the United States Forest Service, affected Tribal entities, acequias, State and federal regulators, and other members of the Santa Fe community, including residents from all parts of the city, with the goal of determining the most appropriate long-term condition for the river corridor. Public outreach shall also include public education about the Santa Fe River Target Flow Ordinance and its role in supporting a living river and also include public education about the Santa Fe River Target Flow Ordinance and its role in supporting a living river.

BE IT FURTHER RESOLVED that principles of feasibility and long-term sustainability, taking into account ecological value, water resource management, financial viability, and public safety shall guide all planning, analysis, and implementation of the items above.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Aug 6, 2025 12:03:23 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Solutions to the Issues Surrounding Two Mile Pond

FIR No. 10698

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Solutions to Issues Surrounding Two Mile Pond

Sponsor(s): Carol Romero-Wirth

Reviewing Department(s): Public Works Department (Parks and Open Space Division), Public Utilities Department

Staff Completing FIR: Zoë Isaacson, River and Watershed Manager **Date:** 07/29/2025

Phone: (505) 955-6853

Reviewed by City Attorney: Erin McSherry Erin McSherry (Aug 6, 2025 12:03:23 MDT) **Date:** 08/06/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 08/06/2025

Summary:
This resolution directs the City of Santa Fe's ("City") City Manager to work with the Santa Fe River Commission and other relevant City staff to analyze and, if feasible, re-establish flows through the Santa Fe River's approximate pre-development channel from below Nichols Reservoir to Cerro Gordo Road, to contract for a comprehensive engineering analysis of the Two Mile Pond complex and riparian corridor, and the design and establishment new infrastructure to support a free-flowing Samta Fe River. These actions would be accompanied by the commitment to collaborate and engage with identified stakeholders throughout the process. Additionally, the resolution directs that all planning, analysis, and implementation of the named actions would be guided by the principles of feasibility and long-term sustainability that would consider ecological value, water resource management, financial viability, and public safety.

Departments Affected:
This resolution will impact the Public Works Department due to anticipated changes in river infrastructure and access. These changes may involve upsizing the culvert under Cerro Gordo Road, which will necessitate construction and improvements to the right of way. Additionally, the resolution may require the Public Works Department to install in-channel structures to stabilize the reconfigured Santa Fe River channel and its banks, as well as to perform ongoing maintenance of these structures and associated open space amenities like trash cans and benches. The Public Utilities Department will also be affected, because existing utility crossings in the channel may require rerouting or improvements as a direct result of the work performed by the Public Works Department.

Consequences of Not Enacting Legislation:
If this resolution is not adopted, the existing issues surrounding Two Mile Pond are likely to persist, particularly those concerning the Santa Fe River's flow, infrastructure, and ecological health. Inaction could lead to ongoing maintenance problems with current infrastructure, and a missed chance for comprehensive,

sustainable solutions to the area's resource management challenges. Furthermore, without the actions called for in resolution, the City would not be able to fully leverage the grant funding it was awarded to study and design a more robust culvert crossing at Cerro Gordo Road below Two Mile Pond, as the resolution provides essential support and direction for utilizing these funds effectively.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Related Legislation includes the following: Santa Fe River Target Flow Ordinance 2012-10; Resolution 2012-28 Administrative Procedures for the Santa Fe River Target Flow Ordinance; Resolution 2007-14 Reestablishing the Santa Fe River Commission. There is no conflicting, duplicative, or companion legislation as related to this resolution.

Performance and Administrative Implications:
Enacting this resolution will require significant administrative oversight and coordination among the Public Works Department (Parks and Open Space Division), Public Utilities Department, the Santa Fe River Commission, and the City Manager's office. It will necessitate the allocation of staff time for planning, engineering analysis, stakeholder engagement, and project management. Performance will be measured by the successful re-establishment of the river flow, completion of the engineering analysis, design and establishment of new infrastructure, and effective collaboration with stakeholders, all guided by principles of feasibility and long-term sustainability.

Fiscal Implications:
This resolution will have fiscal implications, as it directs actions that require financial investment. Costs will primarily arise from a comprehensive engineering analysis of the Two Mile Pond complex and riparian corridor, as well as the design and establishment of new infrastructure. This new infrastructure is intended to support a free-flowing Santa Fe River and may include upsizing the culvert under Cerro Gordo Road and constructing in-channel structures. Additionally, this work would likely necessitate expenditures for construction and improvements to the right-of-way, along with potential rerouting or improvements of utility crossings. It is important to note that the City was awarded a Hazard Mitigation Advanced Assistance Award from FEMA in the amount of $797,144, which will significantly reduce the design costs associated with the study of this system and the culvert replacement at Cerro Gordo Road. Beyond these initial investments, fiscal impacts will also include the ongoing maintenance of the resulting open space and amenities, such as trash cans and benches. The resolution emphasizes financial viability as a guiding principle, ensuring that cost considerations will be integral throughout the planning and implementation phases. The precise total fiscal impact cannot be determined at this time, as it depends on the completion of the engineering analysis and design phases. However, the overall cost is anticipated to be substantial, requiring dedicated funding. Potential funding sources include capital improvement projects, bond funds, grant, or other allocated City resources.

Fiscal Impact

Check here if no fiscal impact _____

Expenditures

Expenditure Type	FYE 27	FYE 28	FYE 29	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 10,600	$ 10,600	$ 10,600	N	NR	231	$31,800
Capital Outlay	$ 63,323	$ 63,323	$ 63,323	N		231	$189,969
Contractual/ Professional Services	$ 202,390	$202,390	$ 202,390		NR	231	$607,170
Operating	$	$	$		R		$
Total:	$276,313	$276,313	$276,313				$ 828,939

This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Seventy five percent of the Contractual /Professional Services will be funded by the FEMA Hazard Mitigation Assistance Grant award rounded to the nearest dollar. The Stormwater Fund will fund 25 % of the Personnel/Benefits costs for the federal grant match requirement because programmatic and design costs are covered by the utility service charge.

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	$ 202,390	$ 202,390	$ 202,390	N	231

Other	$	$	$		
Total	$202,390	$202,390	$202,390		

Revenue Narrative:

Revenue is captured through the FEMA Hazard Mitigation Assistance Grant (less the 25% match funds) rounded to the nearest dollar.

Signature: 

Email: jdroach@santafenm.gov

Signature: Regina Whooler
Regina Wheeler (Aug 6, 2025 14:41:25 MDT)

Email: rawheeler@santafenm.gov

Signature:

Email: mamcdonald@santafenm.gov

Signature:

Email: zrisaacson@santafenm.gov

To: Councilor Carol Romero-Wirth 2 July 2025
From: Bill Carey, Chair, Santa Fe River Commission
Re: Draft Resolution “DRAFT 2MP Resolution 2025.06.24.docx”

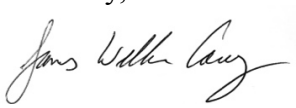
Dear Councilor,
Thank you for your presentation to the River Commission (12 June 2025) of the as-yet untitled Resolution concerning the restoration of the Santa Fe River to a free-flowing continuous and functional riparian system between Nichols Dam and Cerro Gordo Road. The River Commission appreciates the efforts you have made to address our comments as reflected in the latest version “DRAFT 2MP Resolution 2025.06.24.docx”. The River Commission has not had the opportunity to formally review and vote on a final version of the Resolution. I am writing here, on behalf of the River Commission, to communicate what I understand to be broad support for the conceptual framework outlined in the Resolution.

The following River Commission perspectives on the Resolution were shared with the Chair:

1. There is broad support for the restoration of a free-flowing river from Nichols Dam to below Cerro Gordo Road that makes its way through the lowest elevations of Santa Fe Canyon.
2. A free-flowing river would allow the natural development of a healthy riparian system having great ecological value as well as creating an attractive environment for citizens of Santa Fe to enjoy.
3. Commission members, consistent with our charter to restore a Living River via development of Santa Fe River Target flows, insist that there be negligible impact from any reconfiguration of the river on the volume of water delivered downstream.
4. Commission members also expect that any reconfiguration of the river would have negligible impact on water delivery obligations to the acequias.
5. Commission members recognize that the Resolution may lead to changes in the character of Two-Mile Pond and surrounding wetland including the removal of the remains of Two Mile Dam and the possible loss of a distinct pond as the river re-establishes a riparian corridor.
6. Commission members recognize that the possibility of creating a free-flowing river as well as the particulars of its configuration are contingent upon the outcome of a comprehensive analysis of engineering, ecology, hydrology (notably flood risk), hydraulics and geotechnical issues. The processes outlined in the Resolution should be flexible and responsive to this analysis.
7. Commission members also expect that there is robust community engagement as specific ideas for the reconfigured river are developed.
8. Some commission members suggest that a more robust description of the undesirable features of the existing Santa Fe River configuration is advisable.
9. Some commission members suggest that a discussion of relationship of the Resolution to mitigation of flood risks would be helpful. For example, establishment of a riparian system has the potential of reducing flood impacts as does the redesign of the bridges/

culverts on Cerro Gordo to accommodate flows of the Santa Fe River through topographic low points.

Sincerely,



Bill Carey
Chair, Santa Fe River Commission