**Agenda**

**Regular Meeting of the Governing Body**
**September 10, 2025 at 5:00 PM**
**City Council Chambers, City Hall**
**200 Lincoln Avenue**

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## Procedures for Governing Body Meeting

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

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

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

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

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

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

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

1. Call to Order

2. Pledge of Allegiance

a. Councilor Chavez

3. Salute to the New Mexico Flag

   a. Councilor Castro

4. Invocation and Rememberances

   a. Councilor Michael Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. General Plan Update (Heather Lamboy, Land Use Director; hllamboy@santafenm.gov)

   b. Micro Community Engagement Event Report and Recommendations (Henri Hammond-Paul, Community Health and Safety Department Director; hmhammondpaul@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of the August 27, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      **Committee Review:**
      Governing Body: 09/10/2025

   b. Request for Approval of an On-Call Construction Contract with AAC Construction, Inc. for Sewer Collection System Repair, Replacement, and Extension in the Total Amount of $4,327,500 Including NMGRT for a Four-Year Term. (P. Fred Heerbrant, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

      1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,081,875 from the Wastewater Enterprise Fund to WIP Construction.

      **Committee Review:**
      Public Works and Utilities Committee: 09/02/2025
      Finance Committee: 09/08/2025
      Governing Body: 09/10/2025

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $3,683,246 from the 1/2% Capital GRT Fund to CIP Special Projects Fund for Appropriation of ERP Funds for FY26. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

d. Request for Approval to Purchase and Install a Headworks Generator at the Paseo Real Wastewater Treatment Plant from Wagner Equipment Company in the Total Amount of $1,319,302.21 Including NMGRT. (Leroy Alvarado, Operations Superintendent; lmalvarado@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,319,303 from the Wastewater Enterprise Fund to Equipment and Machinery.

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

e. Request for Approval of Grant Agreement FTA MA-33 with the United States Federal Transit Administration (FTA) via the Section 5307 Operating Assistance for the RideFinders Mobility Management Program in the Total Amount of $287,052 with Term Ending September 30, 2028. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $287,052 from the FTA Grant to Transit Revenue.

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

f. Request of Approval of a Construction Contract with Bradbury Stamm Construction for Construction Services at the Canyon Road Water Treatment Plant in the Total Amount of $23,673,913.31 Including NMGRT through December 31, 2028. (Clinton Peterson, Engineer; cdpeterson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $12,000,000 from the Water Enterprise Fund to WIP

Construction.

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

g. Request For Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-26-01 in the Amount of $1,000,000 for Rural Air Service Enhancement. (Paulette Ortiz, Grants Administrator; pkortiz@santafenm.gov)

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 to Increase Grants and Services using New Mexico Department of Transportation Aviation Division Funding for Rural Air Service Enhancement.

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

h. Request for Approval of a Construction Contract with GME General Building LLC in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Ten-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

i. Request for Approval of a Construction Contract with GM Emulsion LLC in an Amount Not to Exceed of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Ten-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

j. Request for Approval of a Construction Contract with EMCO of Santa Fe in an Amount Not to Exceed $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Ten-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

k. Request for Approval of a Construction Contract with Jaypen Construction LLC in an Amount Not to Exceed $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Ten-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

l. Request for Approval of a Construction Contract with JDR & Associates in an Amount Not to Exceed $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Ten-Year Term. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

m. Request For Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3- 35-0037-066-2025 in the Amount of $90,193 for Funding the Rehabilitation of Taxiway F- Design. (Paulette Ortiz, Grants Administrator; pkortiz@santafenm.gov)

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

**Committee Review:**
Public Works and Utilities Committee 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

n. Request for Approval of a Grant Agreement with the New Mexico Department of Finance and Administration via the New Mexico Match Fund in the Total Amount of $4,018,120 to Match the Section 5307 Operating Assistance Federal Transit Administration Grant. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Proceeds from the New Mexico Match Fund Grant in the Amount of $2,012,231 to FY25 and FY26 Transit Revenue.

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

o. Request for Approval of Amendment No. 1 to Item #25-0090 with Pure Operations LLC to Increase the Compensation by $1,477,688 for a New Total of $1,926,888, and Extend the Term through June 30, 2030 for Managing Large Distribution Meters Ranging in Size from 2" to 10". (Randy Lopez, Transmisson & Distribution Supervisor; rjlopez@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/8/2025
Governing Body: 09/10/2025

p. Request for Approval of Professional Service Contract with Mountain River Consulting, Inc. in the Amount of $1,244,156.25 Including NMGRT for Application Support, Technical Support for Data Conversion & CIS Interfaces to Update the Billing System for a Two-Year Term. (Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Division Director; nljimenez@santafenm.gov)

**Committee Review:**
Public Works and Utilities Committee: 09/02/2025
Finance Committee: 09/8/2025
Governing Body: 09/10/2025

q. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $224,394 to Re-Appropriate Agency's Unused One-Time Funding from the FY25 Budget to FY26 to Support Wildfire Detection and Planning. (Kyle Morgan, Emergency Interim Director; klmorgan@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 09/03/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

r. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $251,110 to Re-Appropriate Agency's Unused One-Time Funding from the FY25 Budget to FY26 to Support Vehicle Barriers. (Kyle Morgan,

Emergency Interim Director; klmorgan@santafenm.gov)

**Committee Review:**
Quality of Life Committee: 09/03/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

s. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $845,551 to Re-Appropriate FY25 ERP Funding to FY26 ERP Other Consulting. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

**Committee Review:**
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

t. Request for Approval of the Fiscal Year 2026 Revised Internal Audit Plan. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Halie Garcia, Baker Tilly; halie.garcia@bakertilly.com)

**Committee Review:**
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

u. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Pilar Faulkner)
A Resolution Adopting Strategies to Participate in Suicide Prevention Awareness Month, September, by Increasing City of Santa Fe Employees' Awareness about Suicide Prevention Resources and Calling on all Santa Fe Employers to Participate in Suicide Prevention Month. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/27/2025
Public Works and Utilities Committee: 09/02/2025
Quality of Life Committee: 09/03/2025
Governing Body: 09/10/2025

v. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Jamie Cassutt, Councilor Pilar Faulkner, and Councilor Alma Casto)
A Resolution Convening a Charter Review Commission No Later than April of 2026 to Consider Mayor and City Councilor Powers. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov, Palmer Anderson, Policy Analyst; pcanderson@santafenm,gov, and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/27/2025
Public Works and Utilities Committee: 09/02/2025

Quality of Life Committee: 09/03/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

w. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber and Councilor Jamie Cassutt)
A Resolution Authorizing Foreclosure of Certain Municipal Liens and Inviting Santa Fe County to Address Tax-Delinquent Properties within City Limits as Additional Strategies to Address Nuisance Properties in the City. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 08/27/2025
Public Works and Utilities Committee: 09/02/2025
Quality of Life Committee: 09/03/2025
Governing Body: 09/10/2025

x. 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 Postpned to a Date Certain
Quality of Life Committee : 09/03/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

10. Action Items: Discussion Agenda

a. Request for Approval of an Air Service Agreement with American Airlines for Air Service to Los Angeles International Airport through October 24, 2026, in Exchange for the City Making Direct Payments Not to Exceed $1,800,000 to Compensate for Revenue Shortfalls from Underfilled Flights, Using, in Part, New Mexico Rural Air Service Enhancement Grant Saf-26-01, and Waiving Fees Estimated at a Value of $142,387. (James Garduno, Airport Project Manager; jdgarduno@santafenm.gov)

**Committee Review:**
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (H), Subpart (8), Discussion of Property Disposition, Specifically, the Disposition of Parcels of the Midtown Property located at 1600 St. Michael's Drive. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6512).

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF BILL NO. 2025-21. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber)
    A Bill Amending SFCC 1987, Section 28-1.5 ("Living Wage Ordinance"), to Increase the City's Base Minimum Wage and Update the Formula for Calculating the Minimum Wage Annually. (Rod Gould, Senior Advisor and Public Engagement Coordinator; rsgould@santafenm.gov)

    **Committee Review:**
    Governing Body (Introduced): 09/10/2025
    Governing Body (Public Comment): 09/24/2025
    Public Works and Utilities Committee: 09/29/2025
    Quality of Life Committee 10/01/2025
    Finance Committee:10/06/2025
    Governing Body: 10/29/2025

17. Petitions from the Floor

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

    a. CONSIDERATION OF BILL NO. 2025-17. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Carol Romero-Wirth and Councilor Jamie Cassutt)
    A Bill Amending SFCC 1987, Section 25-1.8(A) to Require the City of Santa Fe ("City") to Continue to Monitor the Naturally Occurring Fluoride Levels in its Water System at Representative Sample Locations and to End the Requirement to Add Fluoride to the System. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

    **Committee Review:**
    Governing Body (Introduced): 08/27/2025
    Governing Body (Public Comment): 09/10/2025
    Public Works and Utilities Committee: 09/15/2025

Finance Committee: 09/22/2025
Governing Body: 10/08/2025

b. CONSIDERATION OF BILL NO. 2025-19. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Signe Lindell)
A Bill Establishing a Ten (10) Year Plaza Pushcart Vendor License for which Vendors who have Completed Twenty-Five (25) Consecutive Years of Vending are Eligible to Apply. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 08/27/2025
Economic Development Advisory Committee: 09/03/2025
Governing Body (Public Comment): 09/10/2025
Quality of Life Committee: 09/17/2025
Finance Committee: 09/22/2025
Governing Body (Public Hearing): 10/08/2025

19. Final Action on Legislation (Public Hearing)

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

a. Notice of 30-Day Public Comment Period of the Community Development Block Grant (CDBG) Annual Action Plan. (Rocio Gosende, Affordable Housing Project Manager, rmgosende@santafenm.gov; Johanna Nelson, Office of Economic Development Director and Affordable Housing Interim Director, jcnelson@santafenm.gov)

**Committee Review:**
Governing Body (Public Hearing): 09/10/2025

21. Appointments

a. Ethics and Campaign Review Board

- Andrew Black - Reappointment - Term Ending 07/2029
- Justin Miller - Reappointment - Term Ending 07/2029

b. Mayor's Committee on Disability

- Jeminie L. Shell - Appointment - Term Ending 01/2029
- Eli Fresquez - Reappointment - Term Ending 01/2029
- Kerri Cottle - Appointment - Term Ending 01/2029
- Robin Garrison - Appointment - Term Ending 01/2029

22. Adjourn

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

COMMUNITY HEALTH AND SAFETY

SEPTEMBER 10, 2025

# MICRO COMMUNITY ENGAGEMENT REPORT

# EXECUTIVE SUMMARY

**THE CITY OF SANTA FE, LIKE MANY CITIES, IS SEEKING INNOVATIVE WAYS TO ADDRESS HOMELESSNESS. ONE SUCH INNOVATION IS THE DEVELOPMENT OF MICRO COMMUNITIES – SMALL, TEMPORARY HOUSING CLUSTERS DESIGNED TO PROVIDE STABLE HOUSING AND ON-SITE SERVICES FOR UNHOUSED INDIVIDUALS.**

In 2023, the Governing Body passed Resolution No. 2023-16 supporting the establishment of Micro Communities as an appropriate best practice for housing those experiencing homelessness. In early 2024, the City launched its first Micro Community pilot at Christ Lutheran Church, consisting of 10 insulated pallet shelters. By mid-2025, this pilot had successfully sheltered 36 individuals, transitioning 9 to permanent housing, with no major incidents or complaints.

Encouraged by the success of this pilot, the City began to make plans to expand the program citywide. In 2024, the City created the Micro Communities Advisory Board to look at potential sites and identify a list of five sites for further consideration. After looking at those sites, one site, 2395 Richards Ave, was identified as the most feasible option based on size, proximity to services, transportation, and access to utilities. However, proposals to establish additional Micro Community sites have met with mixed public reactions, particularly concerning safety, neighborhood impacts, and transparency in planning. In response, a community engagement event was held on July 1, 2025, to gather input from local residents and stakeholders.

This report analyzes the feedback collected during this event, identifies key themes and concerns, and provides recommendations for improving the program and continuing to foster broader community support.

# SUMMARY OF RECOMMENDATIONS

**TO BRIDGE THE GAP BETWEEN COMMUNITY HOPES AND CONCERNS AND ENSURE THE SUCCESS OF SANTA FE'S MICRO COMMUNITY INITIATIVE, THE FOLLOWING KEY RECOMMENDATIONS EMERGED FROM PUBLIC INPUT:**

## 1.CREATE AND SHARE A CLEAR PLAN

Develop a transparent roadmap detailing how many Micro Communities will be built, who they will serve, how sites will be selected, and how residents will transition to permanent housing. Include measurable goals and timelines.

## 2.ENGAGE THE PUBLIC EARLY AND OFTEN

Build trust through inclusive, proactive communication. Host community meetings, establish an advisory group, and maintain a public-facing information hub.

## 3.FORMALIZE GOOD NEIGHBOR AGREEMENTS

Define mutual expectations for site management, resident behavior, and neighborhood engagement to foster accountability and constructive dialogue.

## 4.ENSURE QUALITY SITE OPERATIONS AND SERVICES

Invest in experienced operators, 24/7 staffing, wraparound services, transportation access, and dignified site infrastructure to ensure safety, stability, and positive outcomes.

## 5.ENCOURAGE COMMUNITY INVOLVEMENT

Create structured opportunities for volunteerism, joint neighborhood events, and beautification projects to build connection and reduce stigma.

## 6.TACKLE BROADER HOUSING CHALLENGES IN PARALLEL

Accelerate affordable housing development, scale prevention and outreach programs, provide public education on homelessness, and pursue supportive policy changes to strengthen the overall system.

# ENGAGEMENT METHODOLOGY

The community engagement forum was held at the Santa Fe Convention Center on July 1, 2025, and was structured as a presentation followed by an interactive roundtable discussion. The event engaged a diverse group residents seated at 25 tables, with participants including neighbors, advocates, and other community members. There were 5-10 people per table with one facilitator and note-taker each. Four key questions guided the conversation:

## QUESTIONS

### WHAT ARE YOUR HOPES AND CONCERNS ABOUT MICRO COMMUNITIES IN SANTA FE?

### IF YOU WERE A NEIGHBOR TO A MICRO COMMUNITY, HOW COULD IT BE A GOOD NEIGHBOR TO YOU?

### WHAT COULD YOU DO TO BE A GOOD NEIGHBOR TO A MICRO COMMUNITY?

### WHAT CAN THE CITY DO TO ADDRESS YOUR HOPES AND CONCERNS ABOUT MICRO COMMUNITIES?

Facilitators recorded responses on table top papers, allowing participants to freely express their thoughts. Additionally, participants received handouts where they could record their ideas in response to the questions. The raw comments were compiled and analyzed to identify common themes and divergent viewpoints.

# OVERVIEW: HOMELESSNESS IN SANTA FE

Like many cities across the country, Santa Fe is experiencing a visible and complex homelessness crisis driven by a shortage of affordable housing, rising rents, mental health and substance use challenges, and structural inequities. The 2024 Point-in-Time count identified 195 people experiencing homelessness in Santa Fe on a single night—many of them unsheltered. However, this is generally considered a gross undercount. The initiative to get a By-Name-List in Santa Fe has found that there are around 400 homeless individuals in Santa Fe at any given time. However, NMDOH hospital-based analysis suggests the real number could be 2-4 times higher than that number. Santa Fe Public schools show that hundreds of children are homeless; they reported 741 homeless students in 2024. This is a 7% increase from 2023 and an 11% increase from 2022.

While the City and its partners provide emergency shelter, outreach, and housing services, demand continues to outpace available resources. In response, the City is pursuing a comprehensive strategy that includes prevention, improved shelter options, housing-focused programs, and community partnerships to address both immediate needs and long-term solutions, as well as services for homeless individuals and safety and security for impacted households and businesses.

# ABOUT MICRO COMMUNITIES: A PROMISING MODEL

Micro Communities are small, purpose-built villages of individual shelter units, paired with on-site services and 24/7 management. They offer a dignified, structured, and safer alternative to congregate shelters or unsheltered street living.

Evidence from cities like Seattle, San Jose, and Denver shows that Micro Communities improve housing stability, reduce neighborhood impacts, and serve as a critical bridge to permanent housing—especially for people who may not thrive in traditional shelter settings. Key features include case management, basic amenities, and a community environment that fosters stability and healing.

We have seen that Micro Communities work. Santa Fe's Micro Community initiative builds on this model to meet local needs, starting with a site for families and expanding to other populations. In the first year of Santa Fe's pilot project, 72% of residents have either moved into housing or are actively on the path to housing through vouchers and housing waitlists. This is significant because the average resident had previously experienced 68 months of homelessness. Micro Communities are one part of a broader, housing-first strategy to reduce unsheltered homelessness and improve outcomes for all.

# ANALYSIS OF COMMUNITY INPUT

## QUESTION 1: HOPES AND CONCERNS ABOUT MICRO COMMUNITIES

### HOPES:

Participants expressed hopes that the current model, which has been successfully piloted at Christ Lutheran Church, would expand. Residents expressed a desire to understand more about homelessness, as well as how the community could better support homeless residents with services and housing. Participants hoped that the facilities could be established quickly and the model could grow to support more people and families in neighborhoods across the city. Many participants expressed a hope that communities would be culturally sensitive and that there could be a sense of belonging or "of-ness." Community members requested ongoing opportunities to provide feedback to staff to resolve potential issues that could arise in the Micro Communities. They requested that City staff and policy makers evenly distribute the Micro Communities across the city. There was optimism expressed, including that this would be a cost-effective solution. There was hope that these communities could spread empathy and dignity. The input was generally positive and optimistic, with some concerns expressed about the safety and aesthetic appearance of the communities in neighborhoods.

*"More direct community engagement, talk to people in the neighborhood."*

*"Strong leadership at MC to set expectations of behavior/community"*

*"Increase community awareness and empathy"*

*"Transitional housing is critical"*

*"Creating this space that isn't apart... Community among folks in the Micro Community and the neighborhood community aspect is taken seriously. An impact of homelessness is loss of community."*

*"Folks feel supported safe, quality services and security offered"*

1. **SAFE, STABLE SHELTER, AND DIGNITY:** Many participants expressed the hope that Micro Communities would provide safe, private shelter for people currently living on the streets, offering them a sense of dignity and stability. This was seen as a crucial step for residents to begin rebuilding their lives and recover from trauma.

2. **BETTER OUTCOMES AND PATHWAYS TO HOUSING:** There was optimism that Micro Communities would serve as a bridge to permanent housing, helping residents access critical services such as mental health care, addiction treatment, and job assistance. Participants

emphasized the need for data tracking success and verifying outcomes, with an interest in seeing how many residents are able to transition to permanent housing.

3. **COMMUNITY AND EMPATHY:** Some participants hoped Micro Communities would help humanize the issue of homelessness and reduce stigma. The idea was raised that integrating small, well-designed housing sites into neighborhoods would foster greater understanding and empathy toward unhoused neighbors.

4. **MANAGED, SUPPORTIVE ENVIRONMENT:** Unlike unmanaged encampments, Micro Communities are expected to be well-run with clear rules, on-site staff, and access to services. This structure was seen as essential for the success of the initiative.

5. **SCALABILITY AND EXPANSION:** Participants expressed hope that the City would expand Micro Communities to meet growing demand. They called for a geographically distributed model, ensuring that no single neighborhood bears the burden of housing the homeless. There was also a strong sense of urgency to expedite the rollout of new sites.

6. **INTEGRATION AND DESIGN:** Many people hoped that Micro Communities would blend into neighborhoods and become assets, rather than eyesores. Thoughtful design, including culturally sensitive aesthetics and communal spaces like gardens, was emphasized as essential for fostering positive relationships with neighbors.

## CONCERNS:

Participants reported many concerns about Micro Communities. There were concerns expressed about personal property values, crime, and drugs. There were questions about staffing and how the residents would be supported. The size and feasibility of Micro Communities was brought up: Are they better than redevelopment of existing buildings, will they be too large, etc. If the size is too large They will be difficult to manage. There have also been requests that the City does community engagement with neighbors. It was clear that the community has concerns about City transparency and follow through, as well as costs. There was an expressed sense of distrust. Constituents requested setting a distance from the sites. People are wondering about the motel conversion project, The Lamplighter, and what has held that up; will this approach come across the same pitfalls that will hold it back from being able to be implemented quickly. The larger strategy around homelessness was questioned; what is the plan aside from Micro Communities? How will they be implemented? Will they change with each administration? Constituents also had traffic concerns, both for pedestrian safety and having increased traffic volumes. How will conflicts be prevented from personalities and pre-existing relationships, as well as people who have been deemed "problematic?" Will the Micro Community attract others to the facility; there were concerns about who is coming and going. Lack of rehabilitation services in Santa Fe was cited. As the rents go up, many are one paycheck away from homelessness themselves; there is a need for more affordable housing. NIMBYISM may hold back Micro Communities.

*"Worries City will not be able to execute; worries that plan is too theoretical not enough detail in plans"*

*"Don't want to see MC from backyard"*

*"Concerned about addressing the needs of different populations (age, gender, families, situations)"*

*"Repeat of previous failures of Pete's Place"*

*"Not enough affordable housing"*

1. **PUBLIC SAFETY AND BEHAVIOR:** Safety was the primary concern. Participants were worried about increased crime, drug use, and disruptive behavior near Micro Communities. Some expressed fears about unregistered sex offenders living nearby and called for strong screening processes.

2. **NEIGHBORHOOD IMPACT:** Concerns were raised about how Micro Communities might affect property values, noise levels, cleanliness, and the visual impact on surrounding neighborhoods. There was a fear that these sites would lower property values and create an undesirable environment.

3. **EXECUTION AND CITY CAPACITY:** Skepticism about the City's ability to effectively manage Micro Community expansion was voiced, especially given past challenges with local housing initiatives. Concerns about a lack of long-term planning and the sustainability of the program were raised.

4. **SCALE AND EFFECTIVENESS:** Some participants questioned whether Micro Communities would have a meaningful impact on the overall homeless population. Concerns were raised that these efforts might only address a small portion of the population, leaving many still unsheltered.

5. **LOCATION AND EQUITY:** There were concerns about where Micro Communities would be located. Some feared they would be placed in isolated areas with limited access to services, while others worried about the impact on neighborhoods with already limited resources. There was also a desire for equity in site selection, ensuring that all parts of the city share the responsibility.

6. **COMMUNITY ENGAGEMENT AND TRANSPARENCY:** Many attendees expressed frustration with the lack of early and transparent communication regarding Micro Community sites. They wanted the City to involve residents in the decision-making process earlier, rather than presenting plans after decisions have been made

## QUESTION 2: HOW CAN A MICRO COMMUNITY BE A GOOD NEIGHBOR TO YOU?

Sobriety, especially the prevention of visible drug use and addiction, was important to many residents. Requests were voiced that neighborhood residents be good neighbors and are educated on what that looks like. Attendees requested that the Micro Communities provide 24-hour site supervision and strong neighborhood agreements, as well as regular meetings (monthly or quarterly) with neighbors. Participants requested careful screening and selection of residents.

Participants thought that there should be opportunities for neighbors to volunteer in the Micro Communities and donate goods and funds. It is important that neighbors and staff help residents integrate into society and the local community. The participants emphasized that the communities should be livable, with landscaping and an emphasis on aesthetics. Community members want to make sure on-site staff address issues, and their concerns are not ignored. Peer support is a great way to support residents. Attendees want to make sure pedestrians are safe and laws are enforced. Residents requested that the communities being proposed feel and look like the nearby community. Many participants cited noise control as an important part of the neighborhood agreements. There was a lot of excitement about a community garden that would help make the space feel welcoming and beautiful.

*"This question comes from a white lens"*

*"Residents develop a sense of community. Pride in their neighborhood. Feel a part of the city. Volunteer"*

*"I'd visit! Talk to people. This is difficult in SF. My concern is this is a segregated city and there may be some conflict. Example: how do you deal with Native Americans? How do we be respectful in our language, etc.? One incident can ruin everything, that's my concern. Urban Alchemy is mostly black... could this create problems? Santa Fe struggles with this; racism, cultural competency, etc."*

Participants emphasized several qualities that Micro Communities should exhibit to be good neighbors:

1. **MAINTAIN CLEANLINESS AND ORDER:** Neighbors want Micro Communities to be well-maintained, with proper trash management, clean facilities, no shopping carts, and aesthetic elements like landscaping and public art.

2. **CONTROL NOISE AND DISRUPTIONS:** Keeping noise levels low and ensuring peaceful interactions were prioritized, with many participants suggesting "quiet hours" and restrictions on public disturbances.

3. **ENSURE SAFETY AND SECURITY:** Robust security measures were identified as essential, including 24/7 staffing, good lighting, and controlled access. Participants also suggested having clear rules for visitors to maintain peace.

4. **RESPECTFUL BEHAVIOR AND ACCOUNTABILITY:** Micro Community residents and staff should adhere to community norms and be respectful of surrounding properties. A formal Good Neighbor Agreement was suggested to ensure accountability from both the operator and

neighbors.

5. **OPEN COMMUNICATION AND TRANSPARENCY:** Regular updates and open communication with neighbors were highlighted as key to building trust. Neighbors appreciated opportunities for engagement and transparency about the Micro Community's rules and operations. Opportunities for input from neighbors was identified as an important facet of open communication.

6. **BLEND INTO THE NEIGHBORHOOD:** Thoughtful design, such as using local colors and materials, and providing shared community amenities (e.g., gardens, playgrounds) were seen as ways to integrate Micro Communities into their neighborhoods. Engagement between Micro Community residents and neighbors, friendly relationships should be a goal.

## QUESTION 3: HOW CAN NEIGHBORS BE GOOD NEIGHBORS TO A MICRO COMMUNITY?

Participants emphasized the importance of engaging in the process, volunteering, and staying informed about homelessness. They discussed having an open mind about the new neighbors and being friendly; these attitudes would help ease tensions and make Micro Community residents feel welcome. Attendees wanted to be well-informed and have reliable information to share with other neighbors, helping them understand that these populations are vulnerable. Participants prioritized the importance of having a strong social contract and set of agreements, participating in neighborhood meetings, volunteering, and donating to the Micro Community. They suggested neighbors could help fill gaps, for example helping provide transportation or donating bus passes. Several attendees suggested potlucks and block parties to build community. Many participants wanted to include the Micro Community residents in neighborhood activities. Participants emphasized neighbors should mind their own business, and that there is a need for patience and grace on both sides.

*Humanity*

*Compassion*

*"I'd like to learn more from current Micro Communities on what they know about being a good neighbor. What can we learn from the church in how they mitigate the tensions and challenges these Micro Communities present."*

*"Welcome them, learn their names, learn about their experiences"*

*"Expect MC to adhere to the same laws and social expectations as the rest of the neighborhood"*

*"Humanizing the world. Person by person. Neighborhood by neighborhood. Wendy McEahern"*

Neighbors were encouraged to show empathy and take proactive steps to support the success of Micro Communities:

1. **WELCOME AND INCLUDE RESIDENTS:** Participants suggested that neighbors approach residents with kindness, introduce themselves, and create opportunities for social interactions.

2. **AVOID STIGMATIZING AND ASSUMING THE WORST:** Neighbors were encouraged to check biases, avoid negative assumptions, and be supportive rather than critical.

3. **OFFER HELP AND SUPPORT:** Neighbors could offer material support (donations of clothing or food) or volunteer their time to help with activities or mentorship.

4. **ADVOCATE AND EDUCATE ON THEIR BEHALF:** Neighbors could help dispel myths and advocate for the success of Micro Communities by sharing accurate information and supporting policy decisions.

5. **MAINTAIN GOOD COMMUNICATION:** Staying in regular contact with the Micro Community staff and participating in advisory meetings were seen as ways to foster collaboration.

6. **EMBRACE EMPATHY:** Neighbors should remember the human side of the issue and approach Micro Community residents with compassion and understanding.

## QUESTION 4: WHAT CAN THE CITY DO TO ADDRESS THESE HOPES AND CONCERNS?

Participants mentioned it is important that the City hold meetings about this project with the neighbors and give ample warning about the meetings. They also said the City should continue to remain engaged with the neighbors through neighbor meetings and reports. Some recommended the City needs to set clear guidelines that are easily accessed and will build trust and understanding. Some participants expressed that the City needs to ensure there are no drugs, panhandling or begging. This was repeatedly expressed as being important to participants. Other participants believed that the City should have funding available for these projects and that the City needs to continue to educate residents about this work, including in the system-wide vision. Residents requested transparency, and ways to help uplift lived experience voices like the Lived Experience Advisory Board and "What is it like to be unhoused" panel. A recommendation was made to have other services available to residents to build life skills and reintegrate into society, such as supporting residents to get jobs. There should be clear ways of reporting issues. Transportation and daycare were identified as important factors. Some participants felt Micro Communities shouldn't be around residential areas. There is a need to listen to and work with partner agencies. There is a general need for more mental health services. The residents of Santa Fe need more affordable housing options, in general.

*"Hope it works out! Something is lacking here. I can't quite say, but something isn't there yet."*

*"Facilitate Q&A with community that will help dispel conspiracy theories, doubts"*

*"Public accountability system for reporting issues such as abuse, allow residents to see how issues are resolved"*

*"No tickets for City meetings like this "*

*"Being able to rent a place on minimum wage is too difficult"*

*"Don't outlaw the homeless like ABQ. Don't drive out the homeless."*

*"Drugs are a concern. How do we get them on the path to recovery and stability?"*

*"Wrap around services - make sure residents have what they need, job coaching, workforce solutions, workshops to get people on job track"*

*"This meeting was good, but going forward the City needs to model community wide communication... invite the whole community"*

*"In theory, I like Micro Communities."*

The City received several recommendations from participants to address concerns and ensure the success of Micro Communities:

1. **IMPROVE COMMUNICATION, TRANSPARENCY, AND TRUST:** The City should engage with residents early in the process, provide regular updates, and establish clear communication channels.

2. **DEVELOP A CLEAR, LONG-TERM PLAN AND VISION**: A comprehensive roadmap should be created, including timelines, goals, and strategies for transitioning residents to permanent housing.
3. **INVEST IN QUALITY ON-SITE MANAGEMENT AND SERVICES:** The City should ensure Micro Communities are well-managed with 24/7 staffing, clear rules, and access to wraparound services like mental health care and job training.
4. **STRENGTHEN COMMUNITY INVOLVEMENT:** The City should create opportunities for neighbors to volunteer and engage with Micro Community residents through organized events and activities.
5. **ADDRESS BROADER HOUSING AND HOMELESSNESS ISSUES:** The City should accelerate efforts to increase affordable housing and provide preventive services to reduce the need for emergency shelter.
6. **PROVIDE SERVICES ON SITE**: The City should ensure that services such as drug and alcohol counseling, life skills, and other opportunities are available on site as part of Micro Communities.

# RECOMMENDATIONS

Based on the above analysis of community input, several concrete recommendations emerge for moving forward with Santa Fe's Micro Community initiative. These recommendations aim to bridge the gap between community hopes and concerns, and to help the program succeed for both Micro Community residents and the broader public.

## 1. DEVELOP AND COMMUNICATE A COMPREHENSIVE PLAN:

The City should create a clear roadmap for the Micro Community program and share it publicly. By showing how Micro Communities fit into the broader homelessness solution, the City will reassure the public that this is a thoughtful, long-term effort, not a dead-end or stopgap. The plan should also set measurable goals and commit to regular reporting on progress.

## 2. IMPROVE PUBLIC ENGAGEMENT AND TRANSPARENCY

To build trust, the City needs to continue engagement and inclusive approach. This includes:

- Involve residents in identifying potential sites and surfacing concerns.
- Maintaining a dedicated information portal (website or publicly accessible dashboard) with up-to-date details. For example, publishing data on police calls or success stories on this site can directly address fears and highlight positive outcomes.
- Communicating proactively via multiple channels. Use social media, neighborhood association listservs, local newspapers, and even physical mailers to ensure the public continually hears about what is happening. Quick, *fact-based responses* to circulating rumors or opposition arguments are critical. (For instance, if neighbors worry about crime, the City could share evidence from the pilot and other cities showing Micro Communities did not increase crime.)

## 3. ESTABLISH GOOD NEIGHBOR PRACTICES AND AGREEMENTS

It is advisable to formalize what it means for a Micro Community to be a "good neighbor" and vice versa. The City should develop a Good Neighbor Agreement template for each Micro Community site, to be signed by the operating organization (and City, if City-owned), as well as reviewed by any relevant neighborhood association or neighbors. This agreement would outline commitments such as:

- Standards for site maintenance, noise control, security presence, and responsiveness to incidents or complaints.
- Channels for ongoing communication.
- Expectations of neighbors to also engage constructively (e.g., an understanding that neighbors will bring issues to the operator directly first, or volunteer in certain site activities if willing).Having these mutual expectations in writing sets the tone for accountability and cooperation.
- Ensuring each Micro Community has a clear set of resident rules and on-site policies from day one – covering safety, behavior, visitor protocols, etc. – so that both residents and neighbors know what is expected.

## 4. INVEST IN QUALITY ON-SITE MANAGEMENT AND SERVICES

A successful Micro Community program will require robust support; thus, the City should allocate

resources to ensure each site is well-managed and well-staffed. Recommendations include:

- Selecting experienced service providers via a competitive process and holding them to high standards through performance-based contracts. The provider's responsibilities (security, case management, facility upkeep, etc.) should be clearly defined. Regular audits or check-ins by City contract managers can verify that these obligations are being met.
- Ensuring 24/7 staffing or security presence at larger sites. Especially for communities of 30+ units, having around-the-clock personnel (trained in de-escalation and trauma-informed care) is essential for safety and neighbor confidence. If budgeting is an issue, consider creative solutions like volunteer resident "ambassadors" after hours; ideally professional staff should be on hand.
- Providing comprehensive wrap-around services through on-site or mobile providers. The City should partner with organizations to bring in case managers, healthcare (including mental health counseling and substance abuse treatment), employment specialists, and other services to Micro Community residents. For family sites, coordination with schools (transportation, enrollment) and youth programs is key. These services not only help residents transition, but also mitigate behaviors that worry neighbors (for example, giving residents constructive activities and support reduces the likelihood of disruptive behavior).
- Keeping the physical infrastructure and amenities of sites at a high standard. The City should make sure that each site has functional and dignified facilities: clean bathrooms and showers, proper trash disposal containers (and regular pickup), a communal space for programming, and aesthetic touches like landscaping. It's worth investing a bit more upfront in fencing that provides security *and* privacy (for both residents and neighbors) and in making the shelters look pleasant (paint, public art, etc.).

By committing adequate funding and oversight to these aspects, the City will address the community's twin desires: that Micro Communities be safe and orderly, and that residents get the help they need to succeed. It's a scenario where good management directly translates to good neighbor relations.

## 5. PROMOTE COMMUNITY INVOLVEMENT AND SHARED RESPONSIBILITY

The City should harness the goodwill that emerged in many comments by creating avenues for volunteerism and positive interaction around the Micro Communities. Some recommendations are:

- Set up a program for community volunteers to participate at the Micro Communities in structured ways – e.g., a volunteer sign-up for providing meals, tutoring kids, leading a workshop, or helping start a community garden. This not only aids the residents but also gives concerned neighbors a productive way to engage and get to know the residents.
- Facilitate neighborhood-Micro Community events: for example, an open house day where neighbors can tour the site, meet staff, and maybe meet residents who are willing to participate; or joint celebrations (a summer barbecue, holiday party, etc.).
- Provide small grants or support for beautification projects that involve both residents and neighbors – such as a mural on the Micro Community fence painted by local artists or a shared garden along the perimeter. When neighbors have a hand in creating something at the site, they are more likely to take pride in it rather than view it with suspicion.

- Encourage the formation of a "Neighborhood Support Team" (volunteer group) for each Micro Community, similar to how some neighborhoods form "friends of the park" groups. These teams could help channel donations and identify needs (like winter clothing, school supplies for kids, etc.), working in tandem with site staff.

By institutionalizing positive neighbor involvement, the City addresses both sides of the good neighbor equation — asking not just "what can the Micro Community do" but also "what can the community do." This approach will capitalize on those in Santa Fe who want to help, and it can gradually convert skeptics as they participate and see the human side of the issue.

## 6. ADDRESS BROADER HOUSING AND HOMELESSNESS ISSUES IN PARALLEL

The City must accompany the Micro Community initiative with broader actions so that hopes are met and concerns don't materialize in the long run:

- Accelerate affordable housing initiatives: Use policy tools (zoning, incentives, public-private partnerships) to increase the supply of affordable and supportive housing. For example, finalize plans to utilize the Midtown Campus or other City-owned properties for mixed-income housing development, push developers to include affordable units, and continue to seek state/federal funds for housing construction
- Enhance prevention and outreach programs: Expand efforts like rental assistance, eviction prevention, and outreach to those on the street. The goal is to reduce the number of people who need Micro Community slots in the first place by catching them upstream. Some participants mentioned the importance of not ignoring those who *won't* be in Micro Communities — for example, individuals who may not meet criteria or who prefer other arrangements. The City should continue supporting shelters, day services, and alternative models (like motel vouchers, safe parking programs for those in vehicles, etc.) to complement Micro Communities.
- Public education on homelessness: Take the lead on educating Santa Fe residents about homelessness — its causes, the demographics, and evidence-based solutions. Misinformation feeds fear. The City can publish easy-to-read fact sheets (for instance, clarifying the percentage of local homeless individuals versus those from elsewhere, dispelling myths about services being a "magnet," and highlighting success stories). The City might partner with local media or advocacy groups to share stories of Micro Community residents who have gotten jobs or housing — putting a face to the issue. Additionally, cite studies and examples: for instance, share that supportive housing projects have *improved* neighborhoods in other cities or that Micro Community neighborhoods in Denver saw crime decrease, to directly counter prevalent concerns.
- Legislative and Policy Support: If there are state or local laws impeding rapid response (for example, zoning laws that make it hard to site shelters, or lack of tenant protections), the City should work to change them. Another policy angle is ensuring that any future political shifts do not derail the Micro Community program — by embedding it into City code or multi-year budgets, making it more resilient. There should be efforts towards cross-jurisdictional cooperation for supporting local organizations, along with drawing on non-profit and philanthropic support. Finally, the City should continue to oppose criminalization approaches and instead focus on housing and services, reinforcing that homelessness is a human issue to be solved with care (which resonates with participants' values).

# APPENDICES

## APPENDIX 1: SIGN IN SHEETS

| Number | Last Name | First Name |
|---|---|---|
| 1 | Adrian | William |
| 2 | Alexander | Ann |
| 3 | Anderson | Freda |
| 4 | Baca | Raquel |
| 5 | Baca | Diana |
| 6 | Baca | Phyllis |
| 7 | Banfield | Amy Jane |
| 8 | Barnes | Naomi |
| 9 | Barrett | Liz |
| 10 | Benkendorf | Judith |
| 11 | Benton | Jake |
| 12 | Bernal | Leticia |
| 13 | Bjork | Kelly |
| 14 | Bloom | Leesa |
| 15 | Boylan | Naomi |
| 16 | Brown | Teri |
| 17 | Bryant | Debra |
| 18 | Bustamante | Paul |
| 19 | Carol | Anglin |
| 20 | Chase | XZ |
| 21 | Cruz | Sierra |
| 22 | Davis | Kim |
| 23 | Demack | Deborah |
| 24 | Duran | David |
| 25 | Duran | Paul |
| 26 | Duran | Danielle |
| 27 | Eames | Julie |
| 28 | Eckerstrand | Erika |
| 29 | Emmerton | Marsha |
| 30 | F | V |
| 31 | Ferrand | Lisa |

| | | |
|---|---|---|
| 32 | Fix | Barbara |
| 33 | Friedland | David |
| 34 | Gallegos | Laura |
| 35 | Garcia | Leslie |
| 36 | Garcia | Roman |
| 37 | Garcia | Bernadette |
| 38 | Gonzales | Anna |
| 39 | Gorham | Michael |
| 40 | Gross | Katy |
| 41 | Grubbs | Kent |
| 42 | Hafner | Dudley |
| 43 | Hall | Mary |
| 44 | Hallsten | Susan |
| 45 | Harkavy | Michael |
| 46 | Henderson | Maida |
| 47 | Herr | Joene |
| 48 | Higgins | Elena |
| 49 | Hinds | Elizabeth |
| 50 | Hoerig | Gudrun |
| 51 | Holley | Andrea |
| 52 | Ives | Peter |
| 53 | Jaffa-Martinez | Sally |
| 54 | Jasik | Maciek |
| 55 | Jenkins | Jennifer |
| 56 | Johns | Matt |
| 57 | Keele | James |
| 58 | Klinefelter | Karen |
| 59 | LaBarbera | Matthew |
| 60 | Larochelle | Maguy |
| 61 | Lee | Pelican |
| 62 | Lichen | Nichoe |
| 63 | Lieberman | Meryl |
| 64 | Lodes | James |
| 65 | Lopez | Jennifer |
| 66 | Lopez Jr. | Daniel |
| 67 | Marshall | Margaret |
| 68 | McEahern | Wendy |
| 69 | McGhee | Sasha |

| | | |
|---|---|---|
| 70 | McGrew | Susan |
| 71 | McWhorter | Melanie |
| 72 | Mellow | Judy |
| 73 | Montoya | Melanie |
| 74 | Montoya | Melanie |
| 75 | Moon | Daran |
| 76 | Murray | Julie |
| 77 | Nelsom | Karen |
| 78 | Nelson | Tony |
| 79 | Olason | Paul |
| 80 | Oliva | Flor de Maria |
| 81 | Oppenheimer | Aku |
| 82 | Palmer | Jean |
| 83 | Parks | Mary Jane |
| 84 | Perez | Kari |
| 85 | Perez | Mal |
| 86 | Pingilley | Ben |
| 87 | Prapasiri | Sorakamol |
| 88 | Preston | Joe |
| 89 | Pryor | Madeline |
| 90 | Pugh | Maia |
| 91 | Ray | Pam |
| 92 | Redman | Don |
| 93 | Renaud | Mary |
| 94 | River | Lucy |
| 95 | Rivera | Katherine |
| 96 | Ryan | Mary Anne |
| 97 | Sabo | Sally |
| 98 | Salazar | Geraldine |
| 99 | Schoenwiesner | Richard |
| 100 | Schruben | Mary |
| 101 | Schwaegel | Dylan |
| 102 | Shoemaker | Sharon |
| 103 | Smith | Herb |
| 104 | Sonnenfeld | Greg |
| 105 | Space | Susanna |
| 106 | Swinton | Naomi |
| 107 | Swinton | Janet |

| | | |
|---|---|---|
| 109 | Torres | Rosario H |
| 110 | Ueltschey | Teresa |
| 111 | Valdez | Perry |
| 112 | Van Hecke | Deborah |
| 113 | Waked | Shawn |
| 114 | Wechsler | Sandra |
| 115 | Wellington | Darryl |
| 116 | Wettersten | Jon |
| 117 | White | Bob |
| 118 | White | Paul |
| 119 | White | Paul |
| 120 | Whitney-Ward | Cynthia |
| 121 | Wildrose | |
| 122 | Wilhite | Susan |
| 123 | Williams | Brian |
| 124 | Winfield | Christine |
| 125 | Wolper | Meryl |

# APPENDIX 2: MORE EDUCATIONAL OPPORTUNITIES

YOU'RE INVITED!

# A Community Approach to Homelessness & Housing

**Let's Move Forward, Together.**

Our community is taking the next step toward compassionate, informed solutions to homelessness. This free educational series brings together local and national experts to share what's working and how we can keep making progress.

## SESSION LINEUP

**Understanding Homelessness**
*How homelessness has evolved and why it persists*
**(Wednesday, August 27th)**

**Housing-Centered Solutions That End Homelessness**
*Evidence-based approaches that work*
**(Wednesday, September 10th)**

**Barriers & Breakthroughs**
*Policy, social challenges, and community-led efforts to overcome them*
**(Friday, October 3rd)**

**Trauma, Healing & Community**
*How poverty, racism, and disconnection contribute to homelessness, and how we build healing responses*
**(Monday, November 3rd)**

## FREE AND OPEN TO THE PUBLIC

All events held at the **Santa Fe Community Convention Center.**

## 5:30–7:30 PM

## REGISTER HERE:

**PRESENTED BY:**
the Community Investment Alliance

**SPONSORED BY:**
the Community Housing & Homelessness Prevention Fund and the City of Santa Fe

COMMUNITY INVESTMENT ALLIANCE

CITY OF SANTA FE

# APPENDIX 3: RUN OF SHOW

## July Town Hall: Addressing Homelessness in Santa Fe

**Facilitator**: Mark Scott

**Location**: SF Convention Center

**Date:** 7/1/2025

**Food:** Youthworks

As participants arrive they will check in at the front table, the list is broken into three sections, alphabetically. Then they will get snacks and go to the audience seating.

### 1. Welcome and Introduction

- **Facilitator**: Mark Scott
- **Time**: 5 minutes
- **Content**:
  - Brief welcome and introduction of the speakers.
  - Overview of the town hall's purpose: to educate the community about homelessness, explore best practices, and discuss local solutions.
  - Micro Communities are a strategy the City has decided on. We're not debating that today, we're talking about what that looks like.
  - All of this will be collected, put into a report and submitted to Governing Body.

### 2. Background on Homelessness and Santa Fe's Plan

- **Speaker**: Henri Hammond-Paul
- **Time**: 10 minutes
- **Content**:
  - Presentation of Santa Fe's local homelessness action plan.
  - Consuelo's Place
  - Permanent Supportive Housing
  - Outreach
  - Data
  - Growth of the Program
  - Scattered Sites
  - Explanation of scattered site housing as a solution.
  - How Santa Fe is approaching a "community problem = community solution" model.
  - Importance of collaboration and local partnerships in addressing homelessness.

### 3. Innovative Solutions: Pallet Shelter Micro Communities

- **Speaker**: Janelle Bohannon and Nick Tharpe
- **Time**: 5-10 minutes
- **Content**:
  - The Life Link Model
  - We can run these well and have the expertise
  - Play the City's video.
  - How pallet shelters could be implemented in Santa Fe to provide immediate, scalable solutions to homelessness

**4. Innovative Solutions: Pallet Shelter Micro Communities**

- **Speaker**: Rosanne Haggerty
- **Time**: 5-10 minutes
- **Content**:
  - Overview of the pallet shelter model and how it addresses temporary housing needs.
  - Success stories and national examples of where pallet shelters have been effectively used.
  - How pallet shelters could be implemented in Santa Fe to provide immediate, scalable solutions to homelessness.

There will be 5-10 minutes to transition to tables.

**5. Table Top Conversations**

- **Time**: 45 minutes
- **Content**:

20 tables each, with 10 people at the table, each will have a note takers (made of staff and volunteers). Tables have 3x5 cards, and/or butcher paper/ easels. They will be given the chance to have a discussion and answer the following questions:

Start: Please introduce yourself and briefly explain what brought you here or your relationship/ engagement with homelessness

1. What are your hopes and concerns about Micro Communities in Santa Fe?
   a. Note to facilitator on question 1: We aren't looking for solutions, please help guide conversations away from specific ideas.
2. If you were a neighbor to a Micro Community, how could it be a good neighbor?
   a. Note to facilitator: This can include behavior and aesthetics.
3. What would you do to be a good neighbor to a Micro Community?
4. What can the City do to address your hopes and concerns about Micro Communities?

**8. Informal Mingling**

- **Time**: 15 minutes
- **Content**:
  - Informal networking session to foster community engagement and partnerships.

**Total Event Time**: 2.5 hours (Formally 6p-7:30p: Food starting at 5:30pm)

**WE THANK YOU FOR YOUR CONTINUED SUPPORT IN OUR EFFORTS**

**CONTACT**

City of Santa Fe | Community Health And Safety Department
119 E. Marcy Street | Suite 101 | Santa Fe, NM 87501

CITY OF SANTA FE

# The Purchasing Memo

**Date: August 5, 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, WW Division Director

**Via:** Jesse Roach, Interim Public Utilities Director

**Subject:** On-Call Collection System Construction Contract

**Vendor Name:** AAC Construction, Inc.

**Munis Vendor Number:** 7958

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**ITEM AND ISSUE:**

The Public Utilities Department respectfully requests your review and approval of a On-Call construction contract in the amount of $1,081,875.00 per year for a total of $4,327,500.00 including GRT for Construction Services over a four-year term with AAC Construction, Inc.

Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $1,081,875.00 for Fiscal year 2026

**CONTRACT NUMBER:**

The FY26 Munis contract number is 3260089.

**BACKGROUND AND SUMMARY:**

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities 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:** 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:** 08/11/2025

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-102, ITB

ITB 25119 – On-Call Collection System Construction Services – 3 Awards

**Chief Procurement Officer (CPO)/Designee:** JoAnn Lovato Montaño **Date:** 08/12/2025

**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)
On call Construction Contract

Rate Sheet

Item #: _____
Munis Contract #: 3260089
ITB #: 25119

CITY OF SANTA FE

CONSTRUCTION PRICE AGREEMENT

# ON-CALL COLLECTION SYSTEM CONSTRUCTION SERVICES

THIS PRICE AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **A.A.C. Construction, LLC** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

## RECITALS

**WHEREAS,** the City, through its Governing Body, is authorized to enter into a construction Price Agreement for the project; and

**WHEREAS,** the City has procured this Price Agreement according to the established State and Local Purchasing procedures for Price Agreements of the type and amount; and

The City and the Contractor hereby agree as follows:

## 1. Scope of Work

A. The Contractor shall perform the following work:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for on-call repair, replacement, extension, and rehabilitation of sewer collection system construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and remote pumping stations.

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 Best Management Practices.

The City of Santa Fe Wastewater Management Division shall be able to utilize this On-Call Price Agreement as needed and as funding is available.

**Wage Rates:**

All work covered by this Price Agreement 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 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.

**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 SMACNA, and ASHRAE standards.

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, facilities replacement, upgrade and improvement projects and to provide new construction services including incidental design. It can include site and utility work, mechanical work, pavement restoration, facilities repair, renovation, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include pumping systems, gravity sewers, manholes, force mains, and related facilities. 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.

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 Price Agreement 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 § 60-13-12, NMSA 1978.

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.

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 are 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. The 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 this 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 construction services for any number of the activities listed under 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 City. 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 cost 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 a Notice to Proceed. Such measures may include soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

**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.

**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 compensation 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 Term, as set forth below, or for an increase in the compensation.

**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 in 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 Price Agreement documents.

Before final completion can be achieved, all work must be complete and accepted including the following as applicable:

a. Work associated with punch list(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Price Agreement documents;
c. 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;
d. as-Built drawings delivered in AutoCAD or electronic format;

e. 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;
f. delivery of all warranties required by the work;
g. 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;
i. Start-up of any new equipment and training of staff on all new equipment;
l. operations and maintenance manuals;
m. a certified statement of Release of Liens (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.

**Materials and Parts:**

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Division for which the work was provided.

**The City of Santa Fe requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.**

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the requesting entity's approval.

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 008 in order to allow for accurate comparisons. If a bidder fails to include one or more of those items his bid may be rejected.

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

***2.*** **Compensation**

A. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed one million eighty one thousand eight hundred seventy-five dollars ($1,081,875.00) per fiscal year, for a total of four million three hundred twenty seven thousand five hundred dollars ($4,327,500.00) 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. The New Mexico gross receipts tax levied on this Contract will be paid at the rate of 8.1875%. Wage rates will be paid as set forth in Exhibit A.

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 Price Agreements**. This Price Agreement allows the City to make payment within 45 days after submission of an undisputed request for payment for price agreements funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

**3. Term**

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Price Agreement shall terminate **four (4) years from the date of final signature, unless terminated pursuant to paragraphs 4 (Termination) or 5 (Appropriations) below**.

**4. Termination**

A. Grounds. The City may terminate this price agreement for convenience or cause. For price agreements 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 Price Agreement based upon the City's uncured, material breach of this Price Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Price 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 Price 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 Price Agreement, the Contractor is suspended or debarred by the City; or (iii) the Price Agreement is terminated pursuant to Paragraph 5, "Appropriations," of this Price Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Price 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 Price 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 PRICE AGREEMENT.*

**5. Appropriations**

The terms of this Price Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Price Agreement. If sufficient appropriations and authorization are not made by the Governing Body, this Price 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 Price Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Price 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 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 Price 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 Price Agreement 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 Price Agreement or assign any claims for money due or to become due under this Price 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 Price Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontract obligate direct payment from the City.

**10. Release**

Final payment of the amounts due under this Price 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 Price Agreement.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Price 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 Price Agreement shall become

the property of the City and shall be delivered to the City no later than the termination date of this Price Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Price 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 Price 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 Price Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Price Agreement, will continue to comply with, and that this Price 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 Price 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 Price 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 Price 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 Price 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 Price Agreement to the contrary, the City may immediately terminate the Price Agreement.

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

**14. Amendment**

A. This Price 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 Price 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 Price 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 Task Order as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the Project Manager, or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
4) Price Agreement compensation, as outlined in Article 2; or
5) Price Agreement 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 Price 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 Price Agreement.

All terms and conditions of the **ITB #25119 – On-Call Collection System 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 Price Agreement.

**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 Price Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Price 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 Price Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Price 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 Price 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 Price Agreement may be terminated by the City.

**21. Other Insurance**

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

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

B. **Broader Coverage and Limits**. The insurance requirements under this Price Agreement shall be the greater of (1) the minimum coverage and limits specified in this Price 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 Price Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Price 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 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 under this Price 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 Price 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 Price

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 Price Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Price 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 Price 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 Price Agreement shall be held invalid or unenforceable, the remainder of this Price Agreement shall not be affected and shall be valid and enforceable.

**26. Enforcement of Price Agreement**

A party's failure to require strict performance of any provision of this Price 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 Price 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 Price 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: Gilbert Rodriguez
73 Paseo Real
Santa Fe, NM 87507
gprodriguez@santafenm.gov

To the Contractor: Andrew Sisneros
18 La Luna Rd.
Santa Fe, NM 87507
andrew@cnsp.net

**28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Price 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 Price Agreement.

**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 Price Agreement sum to the

Contractor as provided in the Price Agreement 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 Price Agreement Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Price Agreement 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 Price Agreement sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Price Agreement documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Price Agreement 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 Price Agreement 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 Price Agreement 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 Price Agreement which are defined in the Conditions of the Price Agreement 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 Price Agreement 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 Price Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Price Agreement.

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 Price Agreement 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 Price Agreement.

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 Price Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Price Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Price Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Price Agreement shall be attached to this Price Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Price Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Price Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Price Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Price Agreement shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Price Agreement documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Price Agreement Documents. The Price Agreement Documents are complementary, and any requirement of one Price Agreement 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.

**32. Mediation:**

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE: _____

CONTRACTOR:

Andrew Sisneros (Aug 4, 2025 15:26:08 MDT)
_____
Andrew Sisneros, Managing Member

DATE: Aug 4, 2025

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 4, 2025 15:26:41 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 | $ 235.00 | |
| 2 | 1 | HR | Superintendant - Overtime Hourly Rate | $ 338.25 | |
| 3 | 1 | HR | Journeyman or Experienced Worker - Regular Hourly Rate | $ 135.00 | |
| 4 | 1 | HR | Journeyman or Experienced Worker - Overtime Hourly Rate | $ 202.50 | |
| 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 | $ 240.00 | |
| 10 | 1 | HR | Journeyman or Experienced Worker - Overtime Hourly Rate | $ 360.00 | |
| 11 | 1 | HR | Laborer - Regular Hourly Rate | $ 110.00 | |
| 12 | 1 | HR | Laborer - Overtime Hourly Rate | $ 165.00 | |
| | | | **Wage Rates for Emergency Response** | | |
| 13 | 1 | HR | Superintendent - Regular Hourly Rate | $ 250.00 | |
| 14 | | | Superintendant - Overtime Hourly Rate | $ 375.00 | |
| 15 | | | Journeyman or Experienced Worker - Regular Hourly Rate | $ 250.00 | |
| 16 | | | Journeyman or Experienced Worker - Overtime Hourly Rate | $ 375.00 | |
| 17 | | | Laborer - Regular Hourly Rate | $ 155.00 | |
| 18 | | | Laborer - Overtime Hourly Rate | $ 387.50 | |
| | | | **Misc. Rates** | | |
| 19 | 1 | Disc. | Discount off all materials. | $ 0 | |
| 20 | 1 | Rate/Mile | Travel Rate from the Contractors Facility to the work site pursuant to New Mexico Per Diem and Milage Act. | $ 2.55 | |
| 21 | 1 | Daily | Sanitary/toilet facilities, rental rates | $ 65.00 | |

Outlook

## RE: Collection System On Call Construction

**From** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
**Date** Thu 1/23/2025 11:52 AM
**To** HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
**Cc** MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -IT components (anything IT) - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - grants@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must

include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
  - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - https://naspovaluepoint.org/categories/
  - https://www.omniapartners.com/publicsector/contracts
  - https://www.buyboard.com/home.aspx
  - https://www.h-gac.com/Home
  - https://www.gsaelibrary.gsa.gov/
  - https://www.sourcewell-mn.gov/contract-search

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

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

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

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

CITY OF SANTA FE
FINANCE

*"The future belongs to those who believe in the beauty of their dreams."* — Eleanor Roosevelt

**From:** HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
**Sent:** Thursday, January 23, 2025 10:52 AM
**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Cc:** MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>
**Subject:** Collection System On Call Construction

Requesting the determination of the contract type and procurement method for the following scope of work. Thanks

Collection System On Call Construction

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Repair, Replacement, Extension, and Rehabilitation of Sewer Collection System Construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities 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 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.

**Wage Rates:**

All work covered by this Price Agreement 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.

**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 SMACNA, and ASHRAE standards.

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, facilities replacement, upgrade and improvement projects and to provide new construction services including incidental design. It can include site and utility work, mechanical work, pavement restoration, facilities repair, renovation, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include pumping systems, gravity sewers, manholes, force mains, and related facilities. 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.

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 §60-13-12, NMSA 1978.

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.

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 O&M' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

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. The 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 Construction Services for any number of the activities listed under 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 cost 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 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.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

**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:

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. 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;

d. as-Built drawings delivered in AutoCAD or electronic format;
e. 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;
f. delivery of all warranties required by the Work;
g. 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;
i. Start-up of any new equipment and training of staff on all new equipment;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA 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.

**Materials and Parts:**

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Division for which the work was provided.

The City of Santa Fe requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted with the requesting entity's approval.

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.

P. Fred Heerbrandt, P.E.

Engineer Supervisor Wastewater

City of Santa Fe

505-955-4623

pfheerbrandt@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 | 5/28/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WW Capital Projects/WIP Construction | 5000375 | 572970 | | $ 1,081,875 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
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| | | | | | |
| **JUSTIFICATION:** *(use additional page if needed)* *--Attach supporting documentation/memo* | | | | $ 1,081,875 | $ - |

To increase account 572970 for AAC. Plese see memo for detail and please add **AAC COLLECTION** for posting of BAR

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 500 | (1,081,875) |
| | |
| | |
| | |
| **TOTAL:** | **(1,081,875)** |

Linda MacAllister 8/5/2025
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

Client#: 2003588 AACCON2

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2025

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 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 : | |
| 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<br>CLAIMS-MADE / X OCCUR<br>X PD Ded:1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY / X PRO-JECT / LOC<br>OTHER: | X | X | CPT9557153 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $2,000,000<br>$100,000<br>$5,000<br>$2,000,000<br>$4,000,000<br>$4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / X SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | X | X | 1000111796 | 01/01/2025 | 01/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | CXL9557153 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $3,000,000<br>$3,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 93890110 | 01/01/2025 | 01/01/2026 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Leased/ Rented Equipment | | | CPT9557153 | 01/01/2025 | 01/01/2026 | $336,611 - Limit<br>$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 General Liability, Automobile, and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract.
(See Attached Descriptions)

**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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## DESCRIPTIONS (Continued from Page 1)

**The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.**

**RE: ITB 25119 - On-Call Collection System Construction Services**
**Additional Insured Includes: City of Santa Fe**

Client#: 2003588 AACCON2

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2025

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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):
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**INSURED**
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18 La Luna Rd
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| 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<br>CLAIMS-MADE X OCCUR<br>X PD Ded:1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | CPT9557153 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $2,000,000<br>$100,000<br>$5,000<br>$2,000,000<br>$4,000,000<br>$4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY X SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | X | X | 1000111796 | 01/01/2025 | 01/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | CXL9557153 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $3,000,000<br>$3,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 93890110 | 01/01/2025 | 01/01/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Leased/ Rented Equipment | | | CPT9557153 | 01/01/2025 | 01/01/2026 | $336,611 - Limit<br>$1,000 - Deductible | |

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(See Attached Descriptions)

**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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## DESCRIPTIONS (Continued from Page 1)

**The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.**

**RE: ITB 25159 - On-Call Equipment Replacement Repair and Installation Services**
**Additional Insured Includes: City of Santa Fe**

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** August 18, 2025

**TO:** Emily Oster, Finance Director
Andy Hopkins, Budget Officer

**VIA:** Eric Candelaria, ITT Department Director
Eric Candelaria (Aug 18, 2025 14:15:11 MDT)

**FROM:** Erin Gomez, ITT Contract Administrator

**SUBJECT:** T-BAR

---

**ITEMS AND ISSUE:**
Finance/ITT Department requests the approval of Budget Amendment Resolution (BAR) in the amount of $3,683,246.00.

**BACKGROUND AND SUMMARY:**
A BAR in the amount of $3,683,246.00 is requested by the Finance/ITT Department to cover the appropriation of anticipated necessary funding for the ITT Enterprise Resource Planning (ERP) project for FY26, including MUNIS/Energov support, project management consulting and legacy system support. A BAR is being made from 3253950/510310 for ERP Service Contracts ($1,446,658.00) and 3253950/510340 ERP Other Consulting ($2,236,588.00) and 3653501/760325 ½% Capital GRT Fund / Capital Transfer to ERP CIP ($1,893,185.00) and ERP CIP / Capital Transfer from ½% Capital GRT Fund $1,893,185.00.

BAR Request:
3253950/510310 ($1,446,658.00)
3253950/510340 ($2,236,588.00)
3653501/760325 ($1,893,185.00)

Total: ($3,683,246.00)

3253950/660365 $1,893,185.00

Total: $3,683,246.00

**ACTION REQUESTED:**
BAR request to reallocate funding as stated above. Finance/ITT Department respectfully requests the approval of BAR in the amount of $3,683,246.00

**ATTACHEMENTS:**
BAR

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| ITT - Project Management | 7/14/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| ITT ERP / Service Contracts | 3253950 | 510310 | | 1,446,658 | |
| ITT ERP / Other Consulting | 3253950 | 510340 | | 2,236,588 | |
| | | | | | |
| 1/2% Capital GRT Fund / Capital Transfer to ERP CIP | 3653501 | 760325 | | 1,893,185 | |
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| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| ERP CIP / Capital Transfer from 1/2% Capital GRT Fund | 3253950 | 660365 | | (1,893,185) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 3,683,246 | $ - |

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

Appropriation of anticipated necessary funding for the ITT Enterprise Resource Planning (ERP) project for FY26, including MUNIS/Energov support, project management consulting and legacy system support

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 365 | (1,893,185) |
| | |
| | |
| | |
| **TOTAL:** | **(1,893,185)** |

James W. Edwards — 7/14/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Eric Candelaria (Jul 28, 2025 14:08:32 MDT) — 07/28/2025
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 — 08/01/2025
Budget Officer — Date

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

*N/A*
City Manager *{≤ $60,000}* — Date

# MUNIS BAR Form - ITT ERP FY26

Final Audit Report 2025-08-01

| | |
|---|---|
| Created: | 2025-08-01 |
| By: | JAMES EDWARDS (jwedwards@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAvBNgLJDv1K_ck4MohhIt411yxouoCp7V |

## "MUNIS BAR Form - ITT ERP FY26" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-08-01 - 3:39:20 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-08-01 - 3:40:12 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-08-01 - 3:40:49 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-08-01 - 3:50:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-01 - 3:50:10 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

# The Purchasing Memo

**Date:** August 11, 2025

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

**From:** Leroy Alvarado Operations Superintendent LeRoy Alvarado
LeRoy Alvarado (Aug 12, 2025 09:55:46 MDT)

**Via:** Jesse Roach, Interim Department Director

**Via:** Michael Dozier, Wastewater Management Division Director

**Subject:** Headworks's Generator Replacement

**Vendor Name:** Wagner Equipment Co.

**Munis Vendor Number:** 2387

---

**ITEM AND ISSUE:**

Waste Management Division Paseo Real Wastewater treatment plant (WWTP) respectfully requests your review and approval of the purchase of a replacement of a generator and modifications to the Headwork's electrical system for the total amount of $1,319,302.21 including tax on labor for a term of 183 working days with Wagner Equipment Company.

Request Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,319,303 from the Enterprise Fund to Equipment and Machinery for FY26.

**CONTRACT NUMBER:** State price Agreement #40-00000-23-00045 EXP February 22, 2026

**BACKGROUND AND SUMMARY:**

The wastewater treatment facility's Headwork's (HDWK's) uses a backup generator to maintain the facility's equipment operational during a power outage. The generator has major issues that can potentially cause this generator to fail while in operation in addition to the age of the unit. Three manual transfer switches need to be replaced with automatic units and a second redundant electrical feed to the HDWK's needs to be installed. This work is the next phase to addressing the electrical distribution system deficiencies. Power failures in relationship with the HDWK's will directly affect the quality of the effluent discharge and can potentially create a spill of raw wastewater that is extremely a health and safety hazard. This work is part of the short-term goals that are being addressed in response to the administrative order submitted by the United State Environmental Protection Agency Docket Number: CWA-06-2024-1765; NPDES Permit Number: NM0022292.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** Wastewater Management 500

**Munis Org Name/Number:** WW - Treatment Plant 5000367

**Munis Object Name/Number:** Equipment & Machinery >$5K 570500

**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

State price Agreement #40-00000-23-00045 EXP February 22,

**Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 08/19/2025

**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:** n/a

**Approval:** Rebecca Lovato-Sanouvong (Aug 20, 2025 07:59:53 MDT) **Title:** Accounting Manager **Date:** 08/20/2025

**Comment/Exceptions:** _____

**ATTACHMENTS:**

Horizons declination
Quote
COI
SWPA

8/11/2025

**Attn:** LeRoy Alvarado
City Of Santa Fe
505-469-5358
lmalvarado@santafenm.gov

New Mexico State Price Agreement number: 40-00000-23-00045

**Quote:** 31533843

**Re: Santa Fe Wastewater Headworks**

We are pleased to submit this quotation for the following quality equipment:

Model: Southeast Electric
Quantity: 1

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | INSTALLATION SERVICES | Genset Installation | Installation |
| | | Remove and replace with new equipment for the following, generator distribution switchboard, Manuel transfer switch 1 and 3. (ATS will be supplied by other)<br>From the new Gen Distribution SWB we will run new 2- 4in pvc conduit with 3-500 &1 #1 G to ATS 1<br>Provide Conduit and shielded cable for the 2 generator, ATS 1 & 3 back to the Data rack at the old admin bldgs..<br>Provide any wire or conduit needed to pair the generators together (withing generator footprint). | |
| | | Remove and replace panel MPC-G1 for shore power on generators. Will install a new 45kva transformer with a disconnect on the primary side and a MCB panel on the secondary side. Will Run new conductors from new panel to j-box in front of new cat 800kw generator. Conductors will be run in existing conduits. From j-box, will take 60amp feeders to each generator for shore power, including service receptacles. | |
| | | Provide 1 – 3in Pvc conduit from Gen Distribution SWB to manhole #8, will core drill manhole if needed to inter with conduit. | |
| | | Provide 3- 350mcm & 1G and a 6 pair shielded cable from Gen Distribution SWB to Headworks bldgs. Shielded pair will be ran is same 3in conduit as feeders.<br>Conductors will be installed in existing conduit from manhole #8 to #3 and from #3 to #4 and from #4 to existing ATS in Electrical room in headworks bldgs..<br>Conductor loops will be made in each manhole<br>In headworks bldgs.. we will remove existing ATS and Replace with a new one. On the side of it we will install a 1200amp disconnect fused at 900amp that will service the ATS. We will tap into the line side of the existing disconnect that feeds the MCC. | |

## Wagner Power Systems

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

| | | | |
|---|---|---|---|
| | | Install a 200amp docking station on the S. side of the headworks bldgs.. Will ty in 3- #3/0 1- #3/0N 1- #4G to existing 200amp breaker in the existing mcc. | |
| | | Provide a Kirk key and install in the MCC between the docking station, 1200A main breaker and 300A temp breaker. | |
| | | Provide a 200amp bucket for MCC. | |
| | | Provide 300A circuit breaker in Headworks MCC | |
| | | Provide concrete slab and dirt fill for the generator slab to be at grade of existing slab. | |
| | | Saw cutting of asphalt or concrete for underground conduit. | |
| | | Provide asphalt or concrete for the patching of the trenches. | |
| | | Remove and relocate the existing 650kw generator next to headworks' bldgs. Remove existing feeders to gen from ats. Relocating of gen will be place in the foot print of property. Equipment is subject to approval. | |
| | | Submit crane permit to Albuquerque Airport. | |

Materials $ 431,416.93
Laborer labor – 2710hr @ $166hr $ 449,860.00

**Price: installation services $881,276.93**

Model: Paralleling equipment
Quantity: 2

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | CONTROLS | GCCP1.5 UPGRADE PANEL | 537-6060 |
| 1 | ELECTRIC SYSTEM | Install GCCP1.5 and EO circuit breaker | Install GCCP |
| 1 | ELECTRIC SYSTEM | Install circuit breaker | 383-4674 |
| 1 | FIELD SERVICES | Integration and parallel testing | IST |

Materials – $ 81,799.20
Journeyman labor – 89hr @ $166hr $ 14,774.00

**Price: Caterpillar components to parallel two 800kW generators $96,573.20**

Model: ASCO
Quantity: 2

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 2 | AUTOMATIC TRANSFER SWITCHES | 300 series 1600A, NEMA4, 4 pole ats | K2-757380-01 |

Materials – $ 56,763.52

**Price: two ASCO 1600A NEMA4 automatic transfer switches $56,763.52**

## Wagner Power Systems

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303-739-3000

Model: V12 GCAG
Quantity: 1
**Rating: 800 kW**
Frequency: 60 Hz
Voltage: 480 V
Duty: STANDBY

**The following features will be included:**

| Quantity | Characteristic Name | Feature Description |
|---|---|---|
| 1 | APPLICATION INDICATOR | STANDBY POWER |
| 1 | PGS EMISSION CERTIFICATION | EPA STATIONARY EMERGENCY |
| 1 | UL LISTING | UL 2200 LISTED PACKAGE GEN SET |
| 1 | SEISMIC CERTIFICATION | IBC SEISMIC CERT OF COMPLIANCE |
| 1 | VOLTAGE OPTION | 60HZ 480 VOLT (WYE) |
| 1 | ENGINE RATING | 60 Hz, 800 EKW W/FAN |
| 1 | CONFIGURATION | D800 GC (C27 800KW) TIER 2 |
| 1 | ALTERNATOR TEMPERATURE RISE | 125C TEMP RISE OVER 40C AMB |
| 1 | ALTERNATOR | E3835L4/1B-2/3-RW-PM |
| 1 | CONTROL PANEL MODEL | GCCP1.2 CONTROL PANEL |
| 1 | GROUND FAULT RELAY | GROUND FAULT RELAY INDICATION |
| 1 | GEN RUNNING & FAULT RELAY | GEN RUNNING & FAULT RELAY |
| 1 | NEUTRAL GROUNDING CONNECTIONS | NEUTRAL GROUND CONNECTION |
| 1 | LOAD CENTER | 100A LOAD CENTER |
| 1 | GFCI AC RECEPTACLE & WIRING | 20A GFCI (CONTROLS SIDE) |
| 1 | REMOTE ANNUNCIATOR (GCCP) | REMOTE ANNUNCIATOR (GCCP) |
| 1 | 1ST CIRCUIT BREAKER | P 1200A LSIG 3P UL MO |
| 1 | POWER CONNECTION CABLES-RIGHT | P FRAME CONN 1200-1600A RHS |
| 1 | BASE TYPE (MOUNTING OPTION) | BASE - INTEGRAL FUEL TANK |
| 1 | LUBE OIL DRAIN | LUBE OIL DRAIN |
| 1 | ENCLOSURE | ENCLOSURE SOUND ATTENUATED |
| 1 | COOLANT | COOLANT |
| 1 | MANIFOLD AND TURBO GUARDS | GUARD AND SHIELD SYSTEM |
| 1 | INTERIOR MAINTENANCE LIGHT | ENCLOSURE INTERIOR LIGHT 5 DC |
| 1 | AIR CLEANER (ENGINE) | STANDARD AIR CLEANER |
| 1 | STARTERS | ELEC. START MOTOR HEAVY DUTY |
| 1 | SPACE (ALT) HEATER KITS | SPACE HEATER |
| 1 | PACKAGE SHORE POWER | 240 VOLT SHORE POWER, 60HZ |
| 1 | BATTERY OPTIONS | BATT SET 24V WET 1125CCA |
| 1 | BATTERY CHARGERS | BATT CHARGER 10AMP (INSTALLED) |
| 1 | JACKET WATER HEATER | JW HEATER - SINGLE W/PUMP 60HZ |
| 1 | JACKET WATER HEATER WIRING | WIRING GP-JW HEATER |
| 1 | PGS TEST REPORT | PGS TEST REPORT @ 0.8 PF |

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | FIELD SERVICES | Startup, Commissioning | Startup |
| 1 | FIELD SERVICES | NFPA 4-hr 1.0pf loadbank test | Loadbank |

## Wagner Power Systems

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AURORA Colorado 80011-3513

303-739-3000

| | | | |
|---|---|---|---|
| 1 | Ethernet switch | 5-port Ethernet switch | EDS-205A |
| 1 | | 500gal #2 diesel fuel | |

Generator - $240,437.42 net - $23,305.23 discount $ 217,132.19
Diesel fuel – 500 gallons @ $5.65 per gal $ 2,825.00
Journeyman labor – 40hr @ $166hr $ 6,640.00

**Price: one Caterpillar 800kW generator package and above dealer items $226,597.19**

Model: Trystar
Quantity: 1

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | Docking Station | 200A Temp Gen Docking Station | 190582 |

Materials - $ 2,457.69

**Price: one Trystar 200A generator docking station $2,457.69**

Model: UV building Ethernet Comms
Quantity: 1

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | Ethernet switch | MGate 1 port RS232/485 Modbus TCP to serial gateway | MB3170 |
| 1 | AUTOMATIC TRANSFER SWITCHES | Quad-Ethernet Communications Module | K2-25-760530-1-1 |

Materials – $ 3,102.00
Journeyman labor – 6hr @ $166hr $ 996.00

**Price: UV building Ethernet communication equipment $4,098.00**

Model: ASCO
Quantity: 1

**Dealer provided components and services:**

| Quantity | Category | Description | Number |
|---|---|---|---|
| 1 | AUTOMATIC TRANSFER SWITCHES | 300 Series 1000A non-bypass nema1 ATS | K2-757380-01 |

Materials - $ 12,278.24

**Price: one ASCO 1000A NEMA1 automatic transfer switches $12,278.24**

## Wagner Power Systems

WAGNER POWER SYSTEMS CO
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AURORA Colorado 80011-3513

303-739-3000

| | |
|---|---|
| Labor total - | $ 472,270.00 |
| City tax – 8.3125% | $ 39,257.44 |

# Total Price: USD 1,319,302.21

**Notes Deviations and Exceptions:**

Quote includes delivery to site, off-loading, installation, site startup and load-bank testing.

Freight is estimated at $ 5,000.00 and is included in the quoted price, if the actual cost exceeds that amount a surcharge will be added.

Fuel fill is not included in the quote price.

State and local permits for fire, fuel tanks or building permits are not included.
Quote is limited to the scope of supply to the equipment and services listed. It is assumed that equipment not listed is to be provided by others.

Wagner does not provide air emission permits for customers. We will provide emission information on the Caterpillar engine to the owner to aid in the permitting process.

**Customer Value Agreement:**

One-year factory authorized generator routine maintenance, one six-month Level1 inspection and one twelve-month Level2 oil change is not included in the quoted price, if required add $6,639.00 per generator.

**Availability & Lead Times:**

Lead-time will be estimated when order is placed and is currently about 23-25 weeks.

Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,


Rodney Sanchez
Power Systems Sales
Power Systems
505-506-5055
rsanchez@wagnerequipment.com

Todd Herceg
Inside Sales
Power Systems
303-739-3307
therceg@wagnerequipment.com


**Terms & Conditions:**

This proposal is confidential in nature. It shall remain the property of Wagner Equipment, and is intended solely for the use of the individual or entity to whom it is addressed. Any other use, dissemination, forwarding, printing or copying of this proposal is prohibited. Please note equipment off

loading, handling, fuel, storage, permits, assembly of loose supplied items, installation or anything otherwise not specifically described in this quotation and/or associated bill of materials are hereby strictly excluded. Wagner Equipment terms/conditions will apply. Other conditions shall be subject to management approval. Payment withholds are not allowed. Should this offer be accepted it shall be included by reference or as an integral part of other contractual agreement(s) and/or purchase order document(s).

---

***Pricing is subject to change based on manufacturer changes to cost and availability. No tax included in proposals. applicable taxes will be added to time of invoicing.***

*TARIFFS:* ***If, after the date of Quote, Purchase Order, or Sales Agreement, any new or increased tariffs, import taxes, or other government-imposed costs on materials used in the equipment becomes effective, the associated contract price of the Equipment shall be adjusted to reflect the actual increased cost to Wagner Equipment Co. Wagner shall notify the Customer of any such cost impact and hall be the Customer's obligation to pay the increased cost.***

**Wagner Power Systems**

WAGNER POWER SYSTEMS CO
18091 E 22nd Ave

AURORA Colorado 80011-3513

303-739-3000

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Utilities/Wastewater | 8/11/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| WW Treatment Plant/Equipment & Machinery | 5000367 | 570500 | n/a | $ 1,319,303 | |
| | | | | | |
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| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **JUSTIFICATION:** *(use additional page if needed)* *--Attach supporting documentation/memo* | | | | $ 1,319,303 | $ - |

To increase account 570500 for Wagner. Plese see memo for detail and please add **Wagner** for posting of BAR

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 500 | (1,319,303) |
| | |
| | |
| **TOTAL:** | **(1,319,303)** |

| | | | | |
|---|---|---|---|---|
| Linda MacAllister | 8/11/2025 | *{Use this form for Finance Committee/ City Council agenda items ONLY}* | Andy Hopkins | 08/15/2025 |
| Prepared By *{print name}* | Date | | Budget Officer | Date |
| Division Director Signature *{optional}* | Date | **CITY COUNCIL APPROVAL** *City Council Approval Date* | Finance Director *{≤ $5,000}* | Date |
| Department Director Signature | Date | *Agenda Item #:* | City Manager *{≤ $60,000}* | Date |

ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

## GENERAL NOTES

## KEYED NOTES

1. ATS 3 HAS CONTROL WIRES PULLED WITH POWER CONDUCTORS FOR ATS TO GENERATOR START SIGNAL. CONTROL WIRES PULLED FROM ATS 3 TO THE GENERATOR POWER DISTRIBUTION PANEL.
2. IN EACH MANHOLE PROVIDE CONDUCTOR BRACKETS. INSTALL CONDUCTOR SERVICE LOOP. (TYP. 3)

## LEGEND

UGE

0 5' 10' 30' 60'
1"=30'-0"

N

2701 Miles Road SE
Albuquerque, New Mexico 87106
505.242.5700 office
505.242.0673 fax
MolzenCorbin.com

NUMERIC SCALE CONFIRMATION
DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES
IF THIS BAR EQUALS ONE INCH

PRELIMINARY NOT FOR CONSTRUCTION

REV NO
REV DATE
DESCRIPTION
PROJECT NUMBER: SAF241-20
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PRIME DESIGN PROFESSIONAL: STEVE MORROW
PROJECT DATE: JULY 2025

EMERGENCY POWER - MAIN DISTRIBUTION SITE PLAN

PASEO REAL WWTP, PROCESS IMPROVEMENTS
CITY OF SANTA FE
SANTA FE, NEW MEXICO

E10-101

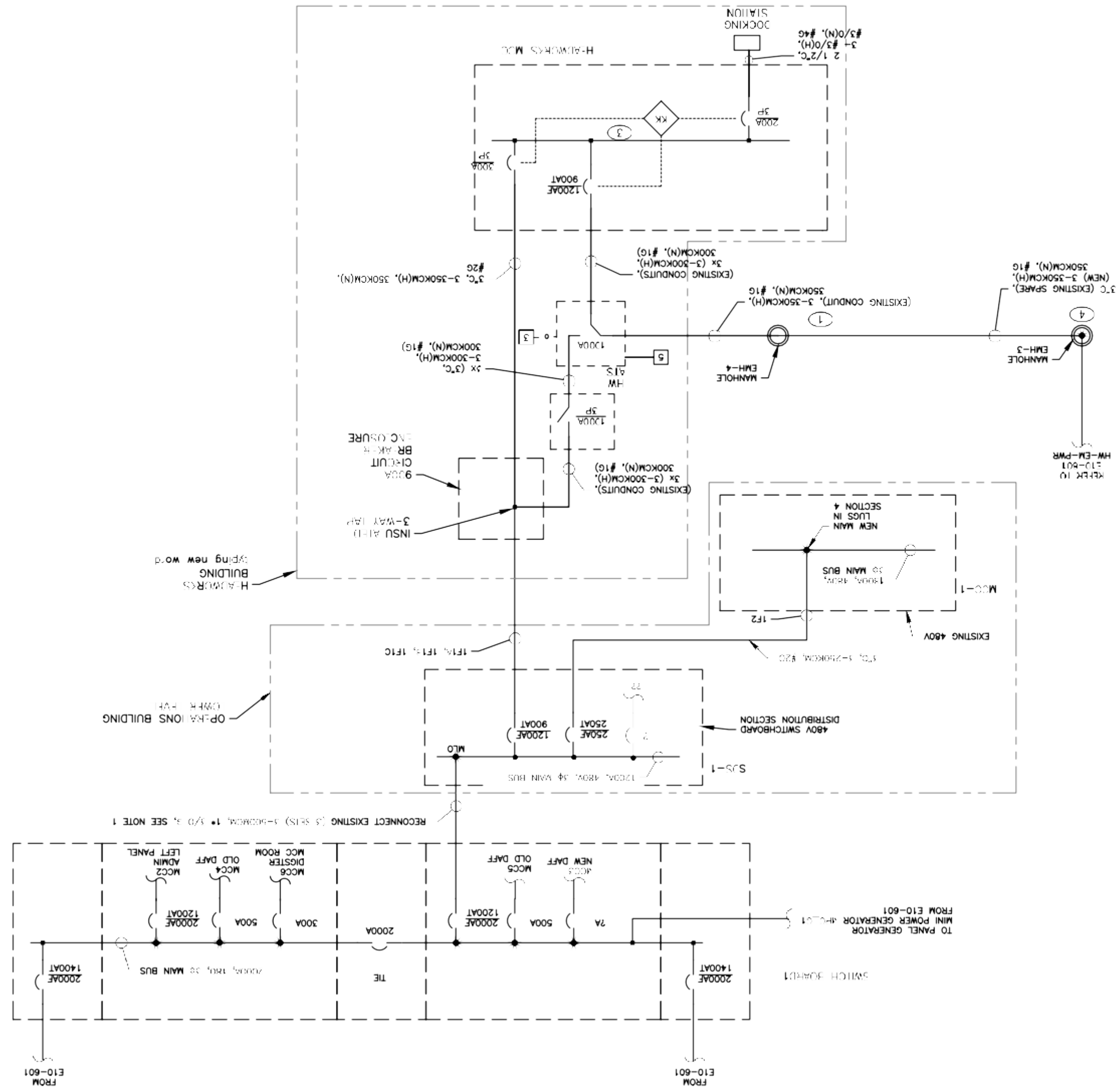
SHEET ----

© COPYRIGHT

PLOT DATE: 8/6/2025 12:12 PM
SAVE DATE: 8/6/2025 12:11 PM
FILENAME: I:\SAF24\40-20\01 MDL WORK\DWGS\ARE4 10-POWER DISTRIBUTION_DWGS\E10-602

## ONE-LINE HEADWORKS MODIFIED PLAN

SCALE: NONE




### KEYED NOTES

1. EXTEND 3"C FROM EXISTING MANHOLE INTO HEADWORKS AND PULL NEW CONDUCTORS. REUSE HEADWORKS GENERATOR CONDUITS.
2. CONNECT CONDUCTORS TO LINE SIDE AND EXTEND TO HEADWORKS MCC MAIN CIRCUIT BREAKER (CB2).
3. INSTALL KIRK KEY INTERLOCKS. CONFIGURE KIRK KEY SUCH THAT ONLY ONE KEY IS AVAILABLE AND TO ONLY ONE OF THE THREE BREAKERS CAN BE CLOSED AT A TIME. ANY BREAKER SHALL BE OPENED BEFORE KEY IS RELEASED FROM THE ASSOCIATED BREAKER BEFORE BEING ABLE TO CLOSE OTHER BREAKER.
4. SPLICE CONDUCTORS AT MANHOLE EMH-3. USE UL LISTED WATERPROOF, SUBMERSIBLE SPLICES.
5. INSTALL PARALLEL CONDUIT AND CONDUCTOR FEED FROM EXISTING CIRCUIT BREAKER TO HEADWORKS MCC.
6. INSTALL DOCKING STATION, NEMA 5R, WITH PHASE ROTATION DETECTION. INSTALL CONDUITS, CONDUCTORS, AND CIRCUIT BREAKER. REFER TO E10-101.

### COMMUNICATION KEY NOTES #

1. INSTALL 1 C WITH SHIELDED ETHERNET CAT 6 CABLE FROM EACH HEADWORKS ATS TO THE HEADWORKS PLC FOR SCADA CONNECTIONS. REFER TO E10-101.
2. INSTALL 1"C, 6-#14, SHIELDED, 600V INSULATION, FROM HEADWORKS ATS TO THE GENERATOR POWER JUNCTION J-BOX FOR GENERATOR STARTUP/SHUTDOWN CONTROLS.

### GENERAL NOTES

1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE NEC AND NEW MEXICO ELECTRICAL CODES.
2. FURNISH ALL EQUIPMENT FOR INSTALLATION TO ENSURE A COMPLETE AND OPERATIONAL SYSTEM.

| REV NO. | REV DATE | DESCRIPTION |
|---|---|---|
| | | |

PROJECT NUMBER: SAF241-20
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PRIME DESIGN PROFESSIONAL: STEVE MORROW
PROJECT DATE: JULY 2025

NUMERIC SCALE CONFIRMATION
DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES
IF THIS BAR SCALES ONE INCH

MOL ZENCORBIN

SHEET

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Docusign Envelope ID: 30C8033B-7A99-4214-8C72-BC87BA22534A



# State of New Mexico
# General Services Department
# Purchasing Division

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**6 Vendors**

Number**: 40-00000-23-00045**

Amendment No.**: One**

Term**: February 23, 2024 - February 22, 2026**

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

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

Procurement Specialist**: James Ortega**

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

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

Title**: Generator Preventative Maintenance and Repair**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 23, 2025 to February 22, 2026 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

Dorothy Mendonca

Date: 2/5/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



# State of New Mexico
# General Services Department

## Statewide Price Agreement

**Awarded Vendor:**
**6 Vendors, see page 6 for detail.**

Price Agreement Number**:** **40-00000-23-00045**

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

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

Delivery**:** **As Requested**

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

Procurement Specialist**:** **James Ortega**

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

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

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

Title**:** **Generator Preventative Maintenance and Repair**

Term**:** **February 23, 2024 thru February 22, 2025**

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

**Accepted for the State of New Mexico**

Natalie Martinez

Date: 2/23/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



## Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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

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

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

## Statewide Price Agreement

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

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

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

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

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

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

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

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

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

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

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

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

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



**Awarded Vendors:**

(AA) 0000178054
B&S Power Services, Inc.
1212 Havasu Falls Court NE
Rio Rancho, NM, 87144
Michael A. Baca 505-415-9399
bspowerservices@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: 1212 Havasu Falls Court NE
Rio Rancho, NM, 87144

(AB) 0000049954
Great Western Electrical, Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107
Scott Burson 505-881-6525
sburson@nmgwe.com

Payment Term: Net 30
FOB: Destination
Delivery: 3310 Girard Blvd NE
Albuquerque, NM 87107

(AC) 0000048410
Hal Burns Truck & Equipment Service LLC
14 Camino Charro
Santa Fe, NM 87507
Thomas Dennis 505-695-8726
thomas@halburns.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AD) 0000178572
Harmon Service Co., LLC
600 Via Posada SE
Albuquerque, NM 87123
Steven Harmon 505-331-8891
steven@harmonserviceco.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AE) 0000009902
TRACS Power Generation LLC
PO Box 94384
Albuquerque, NM 87199
Kathryn Page 505 463 6377
tracspwrgen@msn.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Destination

(AF) 0000045306
Wagner Equipment Co
700 Wager Court SE
Albuquerque, NM 87501
Jennifer Knox 505-345-8411
knox_jennifer@wagnerequipment.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested destination

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



**Specifications:**
The State of New Mexico wishes to establish a State-Wide price agreement to provide inspection, preventive maintenance services, repair and replacement, and emergency services as needed for generators and related equipment **located at various facility sites throughout the State of New Mexico.**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

All inspections will be performed by a qualified operator/ technician/ electrician. All waste materials and unusable fluids will be disposed of in accordance with local regulations. Written test and inspection reports will be submitted to maintenance supervisor upon completion. Test reports shall be suitable for submission to the User Agency to verify compliance with NFPA 110 guidelines.

Contractors shall be licensed for the work to be performed by this Price Agreement by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division (CID). **Technicians providing services should have five (5) years' practical field experience with power generators. Evidence of such experience may include dates of licensure, references from prior contracts with their dates, etc. Vendors may be required to provide proof of experience prior to delivery of service.**

Both Generator Contractors and Electrical Contractors are encouraged to bid since both types of services are involved. Multiple contractors may be awarded for both Electricians and Generator Contractors. It is not required to bid on every item. To meet the needs of all the facilities located throughout the state, the State reserves the right to award multiple contractors to provide these services.

**Scope of work:**

A. Preventative maintenance (PM1)
B. Preventative maintenance (PM 2)
C. Preventative Maintenance (PM 3)
D. Monthly Building Outage Test
E. Load bank test.
F. Repair service, parts and labor for any of the generator system and related parts/equipment.
G. Emergency repair service including spill cleanup and remediation and all related costs of such.
H. Rental of portable backup generator(s) or automatic transfer switch (ATS) with hookup including electrical.
I. Replacement of generator, automatic transfer switch (ATS), fuel tank, cabling to ATS or any other system related parts/elements including infrastructure
J. Automatic Transfer Switch maintenance
K. Installation of replacement or new Generators

**A. Preventative Maintenance 1 (PM1)**
Inspections performed semi-annually.

General
Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Any **additional charges that may apply will need to be pre-approved by the agency requesting service**.)

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



Cooling System

- Radiator/heat exchanger- visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.
- Coolant- visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.
- Hoses and connections- visual inspection of all hoses for deterioration. Check tightness of all hose connections.
- Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket water heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
- Water pump- visual and operational. Inspection for leaks or unusual noises.

Fuel System

- Fuel tank- visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water trap/separator-drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.
- Check line brackets.
- Governor and controls- inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel filters- primary/secondary- inspect for damage, leaks, and proper operations. Clean primary filter screen.
- Fuel pressure- operations check of gauge for correct pressure.
- Fuel lines and connections-inspect for tight connections. Check line brackets.

Air Induction and Exhaust System

- Air filter service indicator-note reading. Inspect for proper operation. Reset indicator.
- Air filter-inspect. Clean as necessary
- Air inlet system- inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger- inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust manifold- inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note-load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).
- Exhaust system - inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

- Oil level- inspect for correct oil level and contamination. Visually inspect unit for leaks.
- Oil pressure- operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.
- Crankcase breather-inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Starting System

- Batteries- inspect for damage or leakage. Clean and tighten all battery cable connections.
- Batteries- specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.
- Battery charger- inspect for proper operation, loose terminals, and deteriorated wiring.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



- Starting motor- inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.
- Alternator- inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

- Safety controls inspect proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote annunciators and alarms- inspect and test all panel and system alarms for proper operation.

Power Generator

- Slip rings and brushes -remove and inspect brushes, clean slip rings. Adjust as necessary.
- Space heaters - inspect for proper operation.

Control Panel

- Start controls- manual/auto- operational check for proper operation. Check automatic start.
- Voltmeter- operational check for correct readings. Check voltage.
- Level, voltage gain, and voltage droop adjustment.
- Ammeter- operational check for correct readings if load is available. Frequency meter- operational check for correct readings. Load and No-load readings if possible.
- Automatic transfer switch- clean, inspect and test for proper operation.

Gas (Or Other Types Of Fuel) Engines

- Carburetor and linkage- inspect for proper operation, free of binding.
- Magneto/distributor and ignition system-check condition of ignition wires. Check magneto/distributor operation.

**B. Preventative Maintenance 2 (PM 2):**

Includes all service level one (PM1) inspections-PM2 is performed annually.

Fuel System

- Fuel filter-replace. Inspect for proper sealing and operation.

Lube Oil System

- Oil and filters- change. Inspect all gaskets and seals. Cut open old filter for internal inspection.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines. Crankcase breather- inspect and clean.

Air Induction and Exhaust System

- Valve adjustment- check and adjust valves as necessary.
- Valve rotators- operational inspection to ensure proper valve rotation.
- Turbocharger- inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls

- Gauge accuracy- check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).

Generator

- Generator rear bearing- lubricate.
- Vibration isolators- check for proper adjustment and condition.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



Control Panel
- Circuit breakers- inspect free movement and tight connections.
- Automatic transfer switch- clean, inspect and test for proper operation. Measure voltage drop across contacts.
- Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.

Gas (Or Other Types of Fuel) Engines
- Spark plugs- gap and clean.
- Carburetor- check operation, air/fuel ratio, and differential pressure. Adjust as necessary.
- Lubricate linkage.

Ignition System
- Check for proper operation. Tune engine as necessary.

**C. Preventative Maintenance 3 (PM 3)**

To include the following items:

General

Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Any **additional charges that may apply will need to be pre-approved by the agency requesting service**.)

Cooling System
- Radiator/heat exchanger- visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly.
- Coolant- visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces. Take a coolant sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Hoses and connections- visual inspection of all hoses for deterioration. Check tightness of all hose connections.
- Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket water heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
- Water pump- visual and operational. Inspection for leaks or unusual noises.

Fuel System
- Fuel tank- visually inspects fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants. Take a fuel sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Water trap/separator-drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections.
- Check line brackets.
- Governor and controls- inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel filters- primary/secondary- inspect for damage, leaks, and proper operations. Clean primary filter screen.
- Fuel pressure- operations check of gauge for correct pressure.

Air Induction and Exhaust System
- Air filter service indicator-note reading. Inspect for proper operation. Reset indicator.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



- Air filter-replace air filter element.
- Air inlet system- inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger- inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust manifold- inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note-load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply).
- Exhaust system - inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.

Lube Oil System

- Oil level- inspect for correct oil level and contamination. Visually inspect unit for leaks.
- Oil pressure- operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump.
- Crankcase breather-inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Starting System

- Batteries- inspect for damage or leakage. Clean and tighten all battery cable connections.
- Batteries- specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary.
- Battery charger- inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting motor- inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises.
- Alternator- inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output.

Engine Monitors and Safety Controls

- Safety controls inspect proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote annunciators and alarms- inspect and test all panel and system alarms for proper operation.

Power Generator

- Slip rings and brushes -remove and inspect brushes, clean slip rings. Adjust as necessary.
- Space heaters - inspect for proper operation.

Control Panel

- Start controls- manual/auto- operational check for proper operation. Check automatic start.
- Voltmeter- operational check for correct readings. Check voltage.
- Level, voltage gain, and voltage droop adjustment.
- Ammeter- operational check for correct readings if load is available. Frequency meter- operational check for correct readings. Load and No-load readings if possible.
- Automatic transfer switch- clean, inspect and test for proper operation.

Gas (Or Other Types of Fuel) Engines

- Fuel lines and connections-inspect for tight connections. Check line brackets.
- Carburetor and linkage- inspect for proper operation, free of binding.
- Magneto/distributor and ignition system-check condition of ignition wires. Check magneto/distributor operation.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



Fuel System
- Fuel filter-replace. Inspect for proper sealing and operation.
- Take a fuel sample and submit for testing if required per NFPA 110/ASTM 110 guidelines.

Lube Oil System
- Oil and filters- change. Inspect all gaskets and seals. Cut open old filter for internal inspection.
- Scheduled oil sample- obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines.
- Crankcase breather- inspect and clean.

Air Induction and Exhaust System
- Valve adjustment- check and adjust valves as necessary.
- Valve rotators- operational inspection to ensure proper valve rotation.
- Turbocharger- inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises.

Engine Monitors and Safety Controls
- Gauge accuracy- check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency).

Generator
- Generator rear bearing- lubricate.
- Vibration isolators- check for proper adjustment and condition.

Control Panel
- Circuit breakers- inspect free movement and tight connections.
- Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean.
- Gas engines
- Fuel filter -replace.
- Spark plugs- gap and clean.
- Carburetor- check operation, air/fuel ratio, and differential pressure. Adjust as necessary.
- Lubricate linkage.

Ignition System
- Check for proper operation. Tune engine as necessary.

General
Replace Belts, hoses, thermostat, batteries, battery cables, chargers, heaters, Spark plugs, glow plugs, injectors, flush radiator and replace coolant, clean oil pumps (not at the oil pan, any other oil type pumps like the coolant oil pump would need to be cleaned), clamps, and gauges, transfer switch components, relays switches, fuses, breakers, etc. During the actual PM3, if a component replacement is not recommended, allow the Agency to decide if it shall be replaced or not.

**D. Monthly Building Outage Test**

To be performed as recommended and upon written request of user agency only.
The test is to be performed with a 30-minute run and 5-minute cool down and according to NFPA 110.

**E. Load Bank Tests**

To be performed as recommended and upon request of user Agency only. User Agency will not be held liable for load tests performed without proper authorization.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



NFPA 110 Emergency and Standby Power Systems--**8.4.9.7*** Where the test required in 8.4.9 is combined with the annual load bank test, the first 3 hours shall be at not less than the minimum loading required by 8.4.9.5 and the remaining hour shall be at not less than 75 percent of the nameplate kW rating of the EPS.

Connect resistive load banks to generator load terminals.
Supervise and operate generator set under resistive load for a period not less than two (2) consecutive hours as follows:

- 15 minutes @ 25% LOAD (load applied immediately without warm-up)
- 15 minutes @ 50% LOAD
- Per NFPA @ 75% LOAD
- Per NFPA @ 100% LOAD
- Per NFPA @ 75% LOAD
- 10 minutes @ 25% LOAD
- 5 minutes @ 0 % LOAD

**F. Repair service, parts and labor.**

- The awarded contractor will provide repair service as requested by authorized personnel for unforeseen equipment failures and fuel spills.
- Twenty-four (24) hour emergency service is mandatory due to the critical security issues associated with the operation of State buildings.
- Awarded contractor(s) must dispatch to all emergency situations within two (2) hours of being notified by authorized facility personnel.
- All parts supplied by vendor will be covered by the manufacturer's warranty of such parts and vendor will administer such warranty on behalf of the user Agency.
- Contact name and phone number of service technician to be made available to maintenance supervisor, business manager and control center officer in charge.
- Only new replacement parts/components are acceptable. Replacement parts will be bid at list price less applicable discount.
- The awarded contractor shall provide parts discounts from either house or trade catalogs as bid, and the list must be clearly marked with the applicable discount amounts. The Agency, at their discretion, may request dated parts lists to determine if the applicable discount is valid in the event that parts are purchased from the contractor. The Agency may at their discretion determine when the service/repair can be accomplished by the Agency's in-house personnel.

**G. Emergency Repair Service**

Awarded contractors must have a service team/vehicle dispatched and on the road within 2 hours of the time-of-service request, as repairs may be urgent for security enforcement or safety/sanitation issues. Awarded contractors must ensure that the emergency be stabilized within 48 hours. It is desired that parts be received, and service completed within forty-eight (48) hours for essential operating equipment.

**H. Rental and Hook up of portable backup generator or automatic transfer switch (ATS)**

**I. Replacement of Generator, ATS, fuel tank, and any other related parts/elements of Generator system.** A used or refurbished generator with an extended warranty may be considered if replacement is needed. The purchase of major replacement equipment may be accomplished under this Statewide Price Agreement through an operating lease or through a direct purchase. All purchases of major replacement equipment, new, used or refurbished, require prior approval by the user agency. The ATSs can be rented as an interim solution for an ATS that cannot be repaired.

**J. Any engineering needed for stamped drawings/ system design**

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



**K. Maintenance and repairs to transfer switches.**

- Check 24-volt relays
- Check fuses.
- Check heaters.
- Check low/high voltage lugs for tightness.
- Check for controls and control panels
- Repair, replace any components, parts as needed.

| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | | | PM 1 is performed semi-annually | Includes all service level one (PM1) inspections- PM2 is performed annually | Includes all items under PM 1 & 2 with additional items of inspection and maintenance |
| | Overall | Visual inspection- visual inspection of overall condition, look for foreign objects, loose or broken fittings, missing guards or other damaged components. Correct or adjust as necessary. (Note-inspection may reveal damage to components that require immediate attention. Additional charges may apply.) | X | X | X |
| | System Exercising | Generator Operation offline.<br>Generator Operation online with ATS in the emergency position | X | X | X |
| ***Cooling system*** | | | | | |
| | Radiator/heater exchanger | Visual inspection for leaks, damage, and debris. Check that louvers or air dampers operate correctly. | X | X | X |
| | Coolant | Visual inspection for correct level and condition of coolant (rust, oil, contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces. | X | X | X |
| | | Flush radiator and replace coolant | | | X |
| | Hoses and connectio | Visual inspection of all hoses for deterioration. Check tightness of all hose connections. | X | X | X |
| | | Replace hoses | | | X |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | Fan | Fan drive pulley and fan- check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance. | X | X | X |
| | Fan belts | Fan belts-inspect for wear or deterioration. Check tension and adjust as necessary. | X | X | X |
| | Jacket water heater | Replace fan belts | | | X |
| | | Inspect for proper operation. Check thermostat setting for proper coolant temperature. | X | X | X |
| | | Replace thermostat and heater | | | X |
| | Water pump | Visual and operational. Inspection for leaks or unusual noises. | X | X | X |
| ***Fuel system*** | | | | | |
| | Fuel tank | Visually inspects fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants. | X | X | X |
| | Water trap/separator | Drain water from fuel tank or water separator. Fuel lines and connections-inspect for leaks and tight connections. | X | X | X |
| | Line brackets. | Check line brackets. | X | X | X |
| | Governor and contro | Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary. | X | X | X |
| | Fuel filters-Primary/secondary | Inspect for damage, leaks, and proper operations. Clean primary filter screen. | X | X | X |
| | Fuel filter | Replace filter. Inspect for proper sealing and operation. | | X | X |
| | Fuel pressure | Operations check of gauge for correct pressure. | X | X | X |
| | Fuel lines and connections | Inspect for tight connections. Check line brackets. | X | X | X |
| ***Air induction and exhaust system*** | | | | | |
| | Air filter | Service indicator-note reading. Inspect for proper operation. Reset indicator | X | X | X |
| | | Inspect. Clean as necessary | X | X | X |
| | | Replace air filter element | | | X |
| | Air inlet system | Inspects piping and air filter housing for damage, loose connections and evidence of leaks. Clean air filter housing if filter is cleaned or replaced. Check housing seals and gaskets. | X | X | X |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | Turbocharger | Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation. | X | X | X |
| | Turbocharger | Inspect turbocharger for proper end play of rotating assembly. Check for oil leakage or unusual noises. | | X | X |
| | Exhaust manifold | Inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering. Load bank recommendation may be necessary (note- load bank testing will help seat piston rings and remove carbon deposits- additional charges may apply). | X | X | X |
| | Exhaust system | Inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections. | X | X | X |
| | Valve adjustment | Check and adjust valves as necessary. | | X | X |
| | Valve rotators | Operational inspection to ensure proper valve rotation. | | X | X |
| ***Lube oil system*** | | | | | |
| | Oil level | Inspect for correct oil level and contamination. Visually inspect unit for leaks. | X | X | X |
| | Oil pressure | Operational check of gauge for correct pressure. Operational and visual inspection of pre-lube pump. | X | X | X |
| | Crankcase breather | Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blow-by. | X | X | X |
| | Crankcase breather | Inspect and clean. | | X | X |
| | Scheduled oil sample | Obtain live oil sample for analysis and submit for testing if required per NFPA 110/ASTM 110 guidelines. | | X | X |
| | Oil and filters | Change. Inspect all gaskets and seals. Cut open old filter for internal inspection. | | X | X |
| | Oil Pumps | Clean oil pumps | | | X |
| ***Starting system*** | | | | | |
| | Batteries | Inspect for damage or leakage. Clean and tighten all battery cable connections. | X | X | X |
| | | Specific gravity- check electrolyte level and specific gravity. Fill cells with distilled water as necessary. | X | X | X |
| | | Replace batteries, battery cables | | | X |
| | Battery charger | Inspect for proper operation, loose terminals, and deteriorated wiring. | X | X | X |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | | Replace battery charger | | | X |
| | Starting motor | Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check of abnormal engagement and cranking noises. | X | X | X |
| | Alternator | Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys, and voltage output. | X | X | X |
| | | Replace belts | | | X |
| | Ignition system | Check for proper operation. Tune engine as necessary. | | X | X |
| | | Replace spark plugs, glow plugs, injectors | | | X |
| ***Engine monitors and safety controls*** | | | | | |
| | Safety controls | Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation. | X | X | X |
| | Remote annunciators and alarms | Inspect and test all panel and system alarms for proper operation. | X | X | X |
| | Gauge accuracy | Check oil pressure, water temperature, and alternator gauges for accuracy. Replace as necessary (additional charges may apply to user agency). | | X | X |
| | | Replace gauges | | | X |
| ***Generator*** | | | | | |
| | Generator rear bearing | Lubricate | | X | X |
| | Vibration isolators | Check for proper adjustment and condition. | | X | X |
| ***Power generator*** | | | | | |
| | Slip rings and brushes | Remove and inspect brushes, clean slip rings. Adjust as necessary. | X | X | X |
| | Space heaters | Inspect for proper operation | X | X | X |
| ***Control panel*** | | | | | |
| | Start controls-Manual/ Auto | Operational check for proper operation. Check automatic start. | X | X | X |
| | Voltmeter | Operational check for correct readings. Check voltage. | X | X | X |
| | | Level, voltage gain, and voltage drop adjustment. | X | X | X |
| | Ammeter | Operational check for correct readings, if load is available. Frequency meter-operational check for correct readings. Load and No load readings if possible. | X | X | X |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| System | Part | Description | PM1 | PM2 | PM3 |
|---|---|---|---|---|---|
| ***General*** | | | | | |
| | Automatic transfer switch- and see below | Clean, inspect and test for proper operation. | X | X | X |
| | | Measure voltage drop across contacts. | | X | X |
| | Circuit breakers | Inspect free movement and tight connections. | | X | X |
| | Mechanical linkage | Lubricate mechanical linkage as recommended by the manufacturer control panel- vacuum and clean. | | X | X |
| | Other | Replace relays, switches, fuses and breakers | | | X |
| | | Connect Cat ET or other brand software where applicable and record all events and clear memory | | | X |
| ***Gas (or other types of fuel) engines*** | | | | | |
| | Carburetor and linkage | Inspect for proper operation, free of binding. | X | X | X |
| | Carburetor | Check operation, air/fuel ratio, and differential pressure. Adjust as necessary. | | X | X |
| | Linkage | Lubricate linkage | | X | X |
| | Magneto/distributor and ignition system | Check condition of ignition wires. Check magneto/distributor operation. | X | X | X |
| | Spark plugs | Gap and clean. | | X | X |
| | Fuel lines and connections | Inspect for tight connections. Check line brackets. | | | X |
| ***Miscellaneous*** | | | | | |
| | | Replace all clamps, belts, hoses, gauges, etc. | | | X |
| ***Transfer Switch*** | | | | | |
| | | Check 24-volt relays | X | X | X |
| | | Check fuses | X | X | X |
| | | Check heaters | X | X | X |
| | | Check low/high voltage lugs for tightness | X | X | X |
| | | Check for controls and control panels | X | X | X |
| | | Repair: replace any components, parts as needed. | X | X | X |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



**K. Installation of replacement or new Generators:**
This price agreement will provide for the replacement or upgrade of existing generators, as well as the installation of new generators. To include all parts and accessories required to complete installation of those units.

**Additional bid and scope information:**
Coolant samples, fuel samples and oil samples will need to be collected and tested when required per NFPA 110/ASTM 110 maintenance guidelines.

A list of all gensets will not be provided. This statewide price agreement can be used by any government entity in New Mexico, so all types of generators can be covered. That is why the list of manufacturers that you service is being **requested.**

When the Agency/Governmental entity signs you up for actual PM3 for that generator, they will be given the option to replace all of the components or only a few of the components on an individual basis.

Do not include mileage in the cost of service. It is a separate item 044. An employee's 'windshield time' will be included in the cost of service.

All work shall be performed in accordance with all applicable New Mexico Building Codes. The awarded contractor shall be fully responsible to obtain all permits associated with this work as required by the State of New Mexico, Construction Industries Division or the local authority having jurisdiction (AHJ). The CID is the jurisdictional authority for permits in state buildings and will serve as the code inspecting authority on work for state buildings. The contractor shall request all appropriate inspections in appropriate time frames.
The CID/AHJ has the right to stop any work being formed that is not in compliance with applicable New Mexico Building Codes or City/County Building codes and may direct the Contractor to perform corrective action as needed.

The cost for any building permits will be in addition to the prices set forth in this Price Agreement. Contractor to include an estimate for the cost of the permit in any quotation provided.

Subcontractors are allowed on this State Price Agreement. If their services are not specifically listed in the price list, a detailed description of the services that the Subcontractor is providing will need to be submitted along with the vendor's quote. The use of a subcontractor must have prior approval as well as the named subcontractor. If the Agency objects to the use of a particular named contractor, the Contractor shall propose another one that is acceptable to the Agency. No Markup is allowed on subcontractors.

**General Overhead** and Profit on the Contractor's self-performed work is not allowable as a separate line item.
If special equipment is required to perform the work required in a project/repair, the Contractor may bill for the cost of said equipment, at the actual cost of renting the equipment. Invoices will be attached to billing in order for payment to be approved. The contractor will notify the user Agency of the need to rent equipment.

Backup Portable Generators: The cost of fuel as needed for backup portable generators (or the existing generator) is an allowable expense under this contract. It will be added based on an estimated cost and invoiced on the exact cost. When a backup portable generator is brought in, the initial fuel will be provided. Cabling will also be provided. The exact length of the cabling will vary from project to project. The delivery fee is included in the bid rental amount but is based on the assumption that a local source for the portable generator is found. If the portable generator has to come from out of state or a long distance, there will be an add on allowed for those cases. The extra charge for a separate crane for setup will be estimated and invoiced at the cost of crane rental.

Certificate of insurance is required. Per NMSA 1978 13-4-18, Performance and Materials and Payment Bonds are required for projects over $25,000 and is an allowable added expense with no markup.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



Overnight shipping may be requested by authorized personnel for priority repair needs. Overnight shipments to be made upon approval by authorized personnel only. The Agency will not accept charges for overnight shipping if prior approval has not been obtained from Agency authorized personnel. Shipping charges incurred to meet the needs of the Agency will be acquired at the best obtainable price.

Mileage is allowable based on the bid rate per mile. It will be calculated using the Rand McNally map from point to point from the service base to the job site using the shortest route. The first 20 miles to/from will not be figured into the calculation: only the excess over 20 miles. If a prolonged stay is required, per diem for lodging and meals is only allowable at the State rate. Trip charges that are the result of the installer/repairer neglecting to bring the known needed materials/parts will not be allowed.

If the replacement or repair is of sufficient travel length that it makes sense to stay in the area rather than incur mileage to return daily to the contractor's base site, then per diem charges are allowable for up to $85 per day per person. This would include lodging and meals. **Receipts may be required for invoicing**.

The awarded contractor will be required to abide by all rules and regulations associated with these institutions. Service technicians may be required to enter areas in which he/she will be exposed to clients which could be inmates at Correctional Facilities.

The Agency will not be held responsible for injury to vendor personnel or damage to vendor equipment.

The State reserves the right to terminate this price agreement at any time without notice if repair service, response time and/or institution rules are not adhered to.

**Contractor's Warranty**:
Contractor shall provide a One-Year Labor warranty for major replacements, beginning from the date of final payment. Materials warranty will be limited to new materials installed as part of the work. Material warranties will not apply to any rebuilt or reused materials or parts. Materials warranties will follow the manufacturer's warranty period. Repairs shall be warranted for 90 days.

**Manufacturer's Warranty**:
When available, the Contractor will provide extended manufacturer's warranties for materials installed by this Price Agreement.

**Insurance**:
Contractor shall provide all insurance necessary for employees on the work site, including but not limited to Workman's Compensation Insurance.

Contractor shall indemnify and hold harmless the State of New Mexico, its Officers, and employees against liability claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from Contractor's and / or its employees, own neglect act(s) or omission(s) while Contractor, and / or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4-1, et seq., NMSA 1978 comp) and Section 57-7-1 NMSA, 1978 Comp., and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit(s) for wrongful death(s) bodily and / or personal injury(ies) to person(s), damages to property(ies) and / or any other claim(s) whatsoever pursuant to the provisions of this Price Agreement.

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



The Contractor shall provide Public Liability Insurance for the minimum amount of $100,000 for damage to or destruction of property arising out of each occurrence. The amount of $300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act, and $500,000 for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.
The contractor agrees to comply with state laws and rules pertaining to commercial general liability insurance, auto insurance and workers' compensation insurance coverage for its employee s. If contractor fails to comply with the workers' compensation act and applicable rules when required to do so, the contract may be canceled effective immediately. Upon award of a project/repair, the contractor shall provide the user Agency with their insurance certificates.

**Bidders shall provide pricing for:**
SEE ATTACHED BID FORM.
In general, it includes:
Cost for PM 1 Service.
Cost for PM 2 Service.
Cost for PM 3 Service.
Hourly rate for service/repair, portal to portal, normal working hours
Hourly rate for emergency service/repair, portal to portal, non- working hours, to include weekends and holidays.
Rate for load test.
Discount % replacement parts on non-specific brands from most current house or trade service price schedules or vendor catalog.
Rental charges for portable backup generator(s)
Electrical Work related to ATS and hookup of the rental generator.
Discount % of new or replacement Generators from most current publicly available retail pricing.

**Method of Award:**
Multiple contractors may be chosen--- Both Electricians and Generator Servicers.
It is not required to bid on every item.

**Escalation/Reduction Clause:**
In the event of a labor rate increase, an escalation request will be reviewed by the State Purchasing Division on an individual basis. Labor rate increases will only be allowed with verified rate increases mandated by Unions or by the Department of Workforce Solutions Wage Rate Decision increases. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

**Supply the following for an escalation/reduction:**
1. Beginning Wage Rate Determination at the time of award.
2. New Wage Rate Determination at the time of escalation request.
3. Or Union documentation showing increase or decrease.

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

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

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



**Items:**

| Awarded Vendor | Vendor Name |
|---|---|
| (AA) 0000178054 | B&S Power Services, Inc. |
| (AB) 0000049954 | Great Western Electrical, Inc. |
| (AC) 0000048410 | Hal Burns Truck & Equipment Service LLC |
| (AD) 0000178572 | Harmon Service Co., LLC |
| (AE) 0000009902 | TRACS Power Generation LLC |
| (AF) 0000045306 | Wagner Equipment Co |

| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| **Generators Under 50 KW** | | | | |
| 1 | Each | Preventative Maintenance 1 - Price Per Inspection | | |
| | | | $156.25 | (AA) |
| | | | $701.50 | (AC) |
| | | | $1,035.00 | (AD) |
| | | | $4,120.00 | (AE) |
| | | | $330.00 | (AF) |
| 2 | Each | Preventative Maintenance 2 - Price Per Inspection | | |
| | | | $275.00 | (AA) |
| | | | $1,161.50 | (AC) |
| | | | $1,750.00 | (AD) |
| | | | $8,845.00 | (AE) |
| | | | $750.00 | (AF) |
| 3 | Each | Preventative Maintenance 3 - Price Per Inspection | | |
| | | | $450.00 | (AA) |
| | | | $4,715.00 | (AC) |
| | | | $3,645.00 | (AD) |
| | | | $11,220.00 | (AE) |
| | | | $2,450.00 | (AF) |
| 4 | Each | Monthly Load Test - Price Per Test | | |
| | | | $125.00 | (AA) |
| | | | $517.50 | (AC) |
| | | | $1,035.00 | (AD) |
| | | | $330.00 | (AE) |
| | | | $330.00 | (AF) |
| 5 | Each | Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test | | |
| | | | $425.00 | (AA) |
| | | | $977.50 | (AC) |
| | | | $1,370.00 | (AD) |
| | | | $657.50 | (AE) |
| | | | $660.00 | (AF) |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 6 | Each | Extended Load Bank Test - (4 hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test | | |
| | | | $625.00 | (AA) |
| | | | $1,307.50 | (AC) |
| | | | $1,990.00 | (AD) |
| | | | $897.50 | (AE) |
| | | | $1,150.00 | (AF) |
| 7 | Each | Rental of Portable Backup Generator - Price Per Week | | |
| | | | $950.00 | (AA) |
| | | | $1,600.00 | (AB) |
| | | | $2,860.00 | (AE) |
| | | | $879.00 | (AF) |
| 8 | Each | Rental of Portable Backup Generator - Price Per Month | | |
| | | | $3,500.00 | (AA) |
| | | | $4,662.00 | (AB) |
| | | | $4,760.00 | (AE) |
| | | | $2,637.00 | (AF) |
| 9 | Each | Collection and testing of coolant sample using appropriate ASTM standards. | | |
| | | | $75.00 | (AA) |
| | | | $194.00 | (AC) |
| | | | $140.00 | (AD) |
| | | | $70.00 | (AE) |
| | | | $50.00 | (AF) |
| 10 | Each | Collection and testing of oil sample using appropriate ASTM standards. | | |
| | | | $75.00 | (AA) |
| | | | $128.00 | (AC) |
| | | | $100.00 | (AD) |
| | | | $45.00 | (AE) |
| | | | $50.00 | (AF) |
| 11 | Each | Collection and testing of fuel sample using appropriate ASTM standards. | | |
| | | | $105.00 | (AA) |
| | | | $199.00 | (AC) |
| | | | $200.00 | (AD) |
| | | | $265.00 | (AE) |
| | | | $150.00 | (AF) |
| | | Generators 50 KW to 150 KW | | |
| 12 | Each | Preventative Maintenance 1 - Price Per Inspection | | |
| | | | $187.50 | (AA) |
| | | | $701.50 | (AC) |
| | | | $1,095.00 | (AD) |
| | | | $4,120.00 | (AE) |
| | | | $495.00 | (AF) |
| | | | | |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 13 | Each | Preventative Maintenance 2 - Price Per Inspection | | |
| | | | $375.00 | (AA) |
| | | | $1,380.00 | (AC) |
| | | | $2,250.00 | (AD) |
| | | | $9,920.00 | (AE) |
| | | | $1,350.00 | (AF) |
| 14 | Each | Preventative Maintenance 3 - Price Per Inspection | | |
| | | | $450.00 | (AA) |
| | | | $6,210.00 | (AC) |
| | | | $5,505.00 | (AD) |
| | | | $12,720.00 | (AE) |
| | | | $3,450.00 | (AF) |
| 15 | Each | Monthly Load Test - Price Per Test | | |
| | | | $125.00 | (AA) |
| | | | $517.50 | (AC) |
| | | | $1,035.00 | (AD) |
| | | | $330.00 | (AE) |
| | | | $330.00 | (AF) |
| 16 | Each | Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test | | |
| | | | $550.00 | (AA) |
| | | | $1,161.50 | (AC) |
| | | | $1,470.00 | (AD) |
| | | | $952.50 | (AE) |
| | | | $750.00 | (AF) |
| 17 | Each | Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test | | |
| | | | $750.00 | (AA) |
| | | | $1,491.50 | (AC) |
| | | | $2,040.00 | (AD) |
| | | | $1,192.50 | (AE) |
| | | | $1,150.00 | (AF) |
| 18 | Each | Rental of Portable Backup Generator - Price Per Week | | |
| | | | $2,175.00 | (AA) |
| | | | $2,690.00 | (AB) |
| | | | $3,460.00 | (AE) |
| | | | $1,491.00 | (AF) |
| 19 | Each | Rental of Portable Backup Generator - Price Per Month | | |
| | | | $5,575.00 | (AA) |
| | | | $8,046.00 | (AB) |
| | | | $6,760.00 | (AE) |
| | | | $4,474.00 | (AF) |
| 20 | Each | Collection and testing of coolant sample using appropriate ASTM 110 standards. | | |
| | | | $75.00 | (AA) |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 20 continued* | | |
| | | | **$194.00** | **(AC)** |
| | | | **$140.00** | **(AD)** |
| | | | **$70.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **21** | **Each** | **Collection and testing of oil sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$128.00** | **(AC)** |
| | | | **$100.00** | **(AD)** |
| | | | **$45.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **22** | **Each** | **Collection and testing of fuel sample using appropriate ASTM 110 standards.** | | |
| | | | **$105.00** | **(AA)** |
| | | | **$199.00** | **(AC)** |
| | | | **$200.00** | **(AD)** |
| | | | **$265.00** | **(AE)** |
| | | | **$150.00** | **(AF)** |
| **Generators Over 150 KW to 500 KW** | | | | |
| **23** | **Each** | **Preventative Maintenance 1 - Price Per Inspection** | | |
| | | | **$250.00** | **(AA)** |
| | | | **$701.50** | **(AC)** |
| | | | **$1,150.00** | **(AD)** |
| | | | **$4,860.00** | **(AE)** |
| | | | **$495.00** | **(AF)** |
| **24** | **Each** | **Preventative Maintenance 2 - Price Per Inspection** | | |
| | | | **$775.00** | **(AA)** |
| | | | **$1,828.50** | **(AC)** |
| | | | **$2,950.00** | **(AD)** |
| | | | **$11,850.00** | **(AE)** |
| | | | **$2,450.00** | **(AF)** |
| **25** | **Each** | **Preventative Maintenance 3 - Price Per Inspection** | | |
| | | | **$520.00** | **(AA)** |
| | | | **$13,777.00** | **(AC)** |
| | | | **$6,450.00** | **(AD)** |
| | | | **$14,850.00** | **(AE)** |
| | | | **$6,950.00** | **(AF)** |
| **26** | **Each** | **Monthly Load Test - Price Per Test** | | |
| | | | **$125.00** | **(AA)** |
| | | | **$517.50** | **(AC)** |
| | | | **$1,095.00** | **(AD)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 26 Continued* | | |
| | | | **$330.00** | **(AE)** |
| | | | **$330.00** | **(AF)** |
| **27** | **Each** | **Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test** | | |
| | | | **$675.00** | **(AA)** |
| | | | **$1,782.50** | **(AC)** |
| | | | **$1,845.00** | **(AD)** |
| | | | **$1,775.00** | **(AE)** |
| | | | **$1,450.00** | **(AF)** |
| **28** | **Each** | **Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test** | | |
| | | | **$875.00** | **(AA)** |
| | | | **$2,112.50** | **(AC)** |
| | | | **$2,615.00** | **(AD)** |
| | | | **$2,015.00** | **(AE)** |
| | | | **$1,750.00** | **(AF)** |
| **29** | **Each** | **Rental of Portable Backup Generator - Price Per Week** | | |
| | | | **$4,275.00** | **(AA)** |
| | | | **$6,650.00** | **(AB)** |
| | | | **$5,280.00** | **(AE)** |
| | | | **$3,557.00** | **(AF)** |
| **30** | **Each** | **Rental of Portable Backup Generator - Price Per Month** | | |
| | | | **$11,500.00** | **(AA)** |
| | | | **$19,950.00** | **(AB)** |
| | | | **$9,780.00** | **(AE)** |
| | | | **$10,670.00** | **(AF)** |
| **32** | **Each** | **Collection and testing of coolant sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$194.00** | **(AC)** |
| | | | **$140.00** | **(AD)** |
| | | | **$70.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **33** | **Each** | **Collection and testing of oil sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$128.00** | **(AC)** |
| | | | **$100.00** | **(AD)** |
| | | | **$45.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **34** | **Each** | **Collection and testing of fuel sample using appropriate ASTM 110 standards.** | | |
| | | | **$105.00** | **(AA)** |
| | | | **$199.00** | **(AC)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 34 Continued* | | |
| | | | **$200.00** | **(AD)** |
| | | | **$265.00** | **(AE)** |
| | | | **$150.00** | **(AF)** |
| **Generators Over 500 KW to 1000 K** | | | | |
| **35** | **Each** | **Preventative Maintenance 1 - Price Per Inspection** | | |
| | | | **$250.00** | **(AA)** |
| | | | **$793.50** | **(AC)** |
| | | | **$1,265.00** | **(AD)** |
| | | | **$5,270.00** | **(AE)** |
| | | | **$660.00** | **(AF)** |
| **36** | **Each** | **Preventative Maintenance 2 - Price Per Inspection** | | |
| | | | **$1,525.00** | **(AA)** |
| | | | **$2,702.50** | **(AC)** |
| | | | **$3,650.00** | **(AD)** |
| | | | **$12,620.00** | **(AE)** |
| | | | **$3,450.00** | **(AF)** |
| **37** | **Each** | **Preventative Maintenance 3 - Price Per Inspection** | | |
| | | | **$520.00** | **(AA)** |
| | | | **$23,575.00** | **(AC)** |
| | | | **$9,950.00** | **(AD)** |
| | | | **$18,490.00** | **(AE)** |
| | | | **$11,500.00** | **(AF)** |
| **38** | **Each** | **Monthly Load Test - Price Per Test** | | |
| | | | **$125.00** | **(AA)** |
| | | | **$517.00** | **(AC)** |
| | | | **$1,150.00** | **(AD)** |
| | | | **$330.00** | **(AE)** |
| | | | **$330.00** | **(AF)** |
| **39** | **Each** | **Standard Load Bank Test (1.5 to 2 hours max) Price Per Test** | | |
| | | | **$1,250.00** | **(AA)** |
| | | | **$3,277.50** | **(AC)** |
| | | | **$3,670.00** | **(AD)** |
| | | | **$3,490.00** | **(AE)** |
| | | | **$1,950.00** | **(AF)** |
| **40** | **Each** | **Extended Load Bank Test - (4-hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test** | | |
| | | | **$1,450.00** | **(AA)** |
| | | | **$3,607.50** | **(AC)** |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 40 Continued* | | |
| | | | **$4,415.00** | **(AD)** |
| | | | **$3,970.00** | **(AE)** |
| | | | **$2,450.00** | **(AF)** |
| **41** | **Each** | **Rental of Portable Backup Generator - Price Per Week** | | |
| | | | **$10,200.00** | **(AB)** |
| | | | **$5,538.00** | **(AF)** |
| **42** | **Each** | **Rental of Portable Backup Generator - Price Per Month** | | |
| | | | **$30,600.00** | **(AB)** |
| | | | **$16,614.00** | **(AF)** |
| **43** | **Each** | **Collection and testing of coolant sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$194.00** | **(AC)** |
| | | | **$140.00** | **(AD)** |
| | | | **$70.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **44** | **Each** | **Collection and testing of oil sample using appropriate ASTM 110 standards.** | | |
| | | | **$75.00** | **(AA)** |
| | | | **$128.00** | **(AC)** |
| | | | **$100.00** | **(AD)** |
| | | | **$45.00** | **(AE)** |
| | | | **$50.00** | **(AF)** |
| **45** | **Each** | **Collection and testing of fuel sample using appropriate ASTM 110 standards.** | | |
| | | | **$105.00** | **(AA)** |
| | | | **$199.00** | **(AC)** |
| | | | **$200.00** | **(AD)** |
| | | | **$265.00** | **(AE)** |
| | | | **$150.00** | **(AF)** |
| | | **Generators Over 1000 KW** | | |
| **46** | **Each** | **Preventative Maintenance 1 - Price Per Inspection** | | |
| | | | **$250.00** | **(AA)** |
| | | | **$793.50** | **(AC)** |
| | | | **$1,265.00** | **(AD)** |
| | | | **$5,770.00** | **(AE)** |
| | | | **$660.00** | **(AF)** |
| **47** | **Each** | **Preventative Maintenance 2 - Price Per Inspection** | | |
| | | | **$2,725.00** | **(AA)** |
| | | | **$2,702.50** | **(AC)** |
| | | | **$4,050.00** | **(AD)** |
| | | | **$15,620.00** | **(AE)** |
| | | | **$6,250.00** | **(AF)** |

DocuSign Envelope ID: 265D037D-23F6-4FC7-8C0A-F0281E7A3FA1



| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 48 | Each | Preventative Maintenance 3 - Price Per Inspection | | |
| | | | $520.00 | (AA) |
| | | | $22,885.00 | (AC) |
| | | | $15,000.00 | (AD) |
| | | | $21,240.00 | (AE) |
| | | | $21,000.00 | (AF) |
| 49 | Each | Monthly Load Test - Price Per Test | | |
| | | | $125.00 | (AA) |
| | | | $793.50 | (AC) |
| | | | $1,320.00 | (AD) |
| | | | $330.00 | (AE) |
| | | | $330.00 | (AF) |
| 50 | Each | Standard Load Bank Test - (1.5 to 2 hours max) Price Per Test | | |
| | | | $1,525.00 | (AA) |
| | | | $4,232.00 | (AC) |
| | | | $3,920.00 | (AD) |
| | | | $4,725.00 | (AE) |
| | | | $3,950.00 | (AF) |
| 51 | Each | Extended Load Bank Test - (4 hour load bank test, recommended every 3 years, per NFPA 110) Price Per Test | | |
| | | | $1,725.00 | (AA) |
| | | | $4,562.00 | (AC) |
| | | | $4,665.00 | (AD) |
| | | | $5,205.00 | (AE) |
| | | | $4,750.00 | (AF) |
| 52 | Each | Rental of Portable Backup Generator - Price Per Week | | |
| | | | $19,230.00 | (AB) |
| | | | $10,972.00 | (AF) |
| 53 | Each | Rental of Portable Backup Generator - Price Per Month | | |
| | | | $57,600.00 | (AB) |
| | | | $32,760.00 | (AF) |
| 54 | Each | Collection and testing of coolant sample using appropriate ASTM 110 standards. | | |
| | | | $75.00 | (AA) |
| | | | $194.00 | (AC) |
| | | | $140.00 | (AD) |
| | | | $70.00 | (AE) |
| | | | $50.00 | (AF) |
| 55 | Each | Collection and testing of oil sample using appropriate ASTM 110 standards. | | |
| | | | $75.00 | (AA) |
| | | | $128.00 | (AC) |
| | | | $100.00 | (AD) |
| | | | $45.00 | (AE) |
| | | | $50.00 | (AF) |
| | | | | |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| 56 | Each | Collection and testing of fuel sample using appropriate ASTM 110 standards. | | |
| | | | $105.00 | (AA) |
| | | | $199.00 | (AC) |
| | | | $200.00 | (AD) |
| | | | $265.00 | (AE) |
| | | | $150.00 | (AF) |
| | | Items Applicable to all capacity Generators | | |
| 57 | Hour | Journeyman - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $125.00 | (AA) |
| | | | $130.00 | (AB) |
| | | | $115.00 | (AD) |
| | | | $120.00 | (AE) |
| | | | $166.00 | (AF) |
| 58 | Hour | Laborer - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $90.00 | (AB) |
| | | | $165.00 | (AC) |
| | | | $110.00 | (AE) |
| | | | $166.00 | (AF) |
| 59 | Hour | Journeyman- after hours/ holiday/ weekends | | |
| | | | $165.00 | (AA) |
| | | | $170.00 | (AB) |
| | | | $155.00 | (AD) |
| | | | $180.00 | (AE) |
| | | | $211.00 | (AF) |
| 60 | Hour | Laborer- after hours/ holiday/ weekends | | |
| | | | $120.00 | (AB) |
| | | | $185.00 | (AC) |
| | | | $165.00 | (AE) |
| | | | $211.00 | (AF) |
| 61 | Hour | Electrician Journeyman - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $100.00 | (AB) |
| | | | $160.00 | (AE) |
| | | | $115.00 | (AF) |
| 62 | Hour | Electrician Apprentice - Regular working hours 8am - 5pm Monday - Friday | | |
| | | | $75.00 | (AB) |
| | | | $150.00 | (AE) |
| | | | $90.00 | (AF) |
| 63 | Hour | Electrician Journeyman -after hours/ holiday/ weekends | | |
| | | | $130.00 | (AB) |
| | | | $240.00 | (AE) |
| | | | $221.00 | (AF) |
| 64 | Hour | Electrician Apprentice -after hours/ holiday/ weekends | | |
| | | | $95.00 | (AB) |

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| Item | UOM | Article and Description | Unit price | Vendor |
|---|---|---|---|---|
| | | *Item 64 Continued* | | |
| | | | **$225.00** | **AE** |
| | | | **$169.00** | **AF** |
| **65** | **Mile** | **Price Per Mile- In Excess of 20 miles (40 miles round trip) from shop to site per mapquest.com** | | |
| | | | **$1.50** | **(AA)** |
| | | | **$2.00** | **(AB)** |
| | | | **$3.00** | **(AC)** |
| | | | **$2.00** | **(AD)** |
| | | | **$2.00** | **(AE)** |
| | | | **$4.00** | **(AF)** |
| **66** | **Gallon** | **Cost to fill generator with fuel per gallon (if needed)** | | |
| | | | **$8.00** | **(AB)** |
| | | | **$7.20** | **(AC)** |
| | | | **$7.00** | **(AE)** |
| | | | **$7.00** | **(AF)** |
| **67** | **%** | **Replacement Parts--discount off retail** | | |
| | | | **2%** | **(AA)** |
| | | | **0%** | **(AB)** |
| | | Baldwin 5%, Interstate 5%, Carquest 15%, NAPA 15% | **5-15%** | **(AC)** |
| | | | **5%** | **(AE)** |
| | | | **0%** | **(AF)** |
| **68** | **%** | **New/Replacement Generators--discount off retail** | | |
| | | | **0%** | **(AB)** |
| | | | **0%** | **(AE)** |
| | | | **0%** | **(AF)** |

***** 68 Awarded Items Total *****

**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.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2025

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 Insurance Services, LLC**
**4600 S. Ulster Street, Suite 1200**
**Denver, CO 80237**
**800 873-8500**

CONTACT NAME: FAX
FIJg,Ntfo, Ext): **800 873-8500** (A/C, No):
itD ss: **@usi.com**

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: **Zurich American Insurance Company** | 16535 |
| INSURER B : **Travelers Property Cas. Co. of America** | 25674 |
| INSURER c: **Federal Insurance Company** | 20281 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
**Wagner Equipment Co.**
**Wagner Rents, Inc.**
**PO Box 17620**
**Denver, CO 80217**

**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 | UBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | r OMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [!] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY IX1 PRO-JECT iXI LOC<br>OTHER:- | X | X | GLO819637218 | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES Ea occurrence<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ ,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY<br>X rive 0th Car | X | X | BAP819637118 | 03/01/2025 | 03/01/2026 | (E ifINGLE LIMIT<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $5,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10 000 | X | X | CUP2W63393925NF | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE[m OFFICER/MEMBER EXCLUDED? N<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N/A | X | WC819637319 | 03/01/2025 | 03/01/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | **Excess Liability** | X | X | PWLBC93644162 | 03/01/2025 | 03/01/2026 | **$15,000,000 Ea Occur**<br>**$15,000,000 Aggregate** | |

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

**Excess Liability**
**Insurer: Great American Insurance Company**
**Policy Number: TUE405729017 Effective: 03/01/2025 to 03/01/2026**
**Limits: $25,000,000 Each Occurrence/ $25,000,000 Aggregate**
**RE: 2007 Kenworth T800 #206839**
**(See Attached Descriptions)**

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504-0000

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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# WAGNER GENERATOR PURCHASE packet int signed

Final Audit Report 2025-08-20

| | |
|---|---|
| Created: | 2025-08-15 |
| By: | ALYSSA PEREZ (aeperez@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA2st_SxKIUQFQpBU0Y05tSu_aqtx46voL |

## "WAGNER GENERATOR PURCHASE packet int signed" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-08-15 - 4:19:04 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
2025-08-15 - 4:25:05 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-08-15 - 5:17:39 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-08-15 - 5:18:24 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
2025-08-15 - 5:18:27 PM GMT

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2025-08-19 - 5:25:20 PM GMT- IP address: 98.97.112.177

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Signature Date: 2025-08-19 - 10:47:14 PM GMT - Time Source: server- IP address: 98.97.112.177

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Document emailed to ralovatosanouvong@santafenm.gov for signature

2025-08-19 - 10:47:17 PM GMT

Email viewed by ralovatosanouvong@santafenm.gov

2025-08-20 - 1:55:50 PM GMT- IP address: 104.47.64.254

Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong

2025-08-20 - 1:59:51 PM GMT- IP address: 63.232.20.2

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)

Signature Date: 2025-08-20 - 1:59:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-20 - 1:59:53 PM GMT

CITY OF SANTA FE

**Date:** August 14, 2025

**To:** Governing Body

**From:** Gabrielle Chavez, Transit Director of Administration GC
Andrew Baca, Interim Transit Director of Operations

**Via:** Regina Wheeler, Public Works Department Director RW

**Subject:** New Mexico Match Fund

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**ACTION:**
Request for Approval of Grant Agreement (FTA MA-33) with the Federal Transit Administration (FTA) via the Section 5307 Operating Assistance for the RideFinders Mobility Management Program in the Total Amount of $287,052 with Term Ending 9/30/28. (Gabrielle Chavez, Transit Director of Administration, gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $287,052 from the FTA Grant to Transit Revenue.

**BACKGROUND AND SUMMARY:**
The city has been awarded an FTA Award, identified as FY2020, FY2022, FY2023 and FY2024 Section 5307 Operating Assistance Funding transferred from FHWA to FTA for the Ride Finders Mobility Management Program. The purpose of the grant is to provide funding for mobility management operating assistance for salaries and fringe benefits to operate the city's Ride Finder call center. There is a 14.56 percent local match requirement of which is in Transit's FY26 operating budget for Ride Finder salaries and benefits.

**ATTACHMENTS:**
Grant Agreement
Project Ledger Request Form
BAR

**FUNDING SOURCE: DOT FTA Grant**
Munis Project Ledger ID: TAD2623301
Fund Name/Number: Transit/233
Munis Org Name/Number: Transit-Ridefinders/2330491
Munis Object Name/Number: NM Hwy & Trans Dept-IFT/490740

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL TRANSIT ADMINISTRATION**

# GRANT AGREEMENT
# (FTA G-33)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(33), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

## FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: CITY OF SANTA FE

Recipient ID: 2066

UEI: QLN2YKMMJ8X6

DUNS: 069420818

**Award Information**

Federal Award Identification Number (FAIN): NM-2025-004

Award with Amendment Number: NM-2025-004-00

Award Name: Santa Fe Trails - FY2020/FY2022/FY2023/FY2024 RideFinders-Mobility Management Assistance

Award Start Date: 7/17/2025

Original Award End Date: 12/31/2028

Current Award End Date: 12/31/2028

Award Executive Summary: This grant represents the FY2020 Ride-Finders funding transferred from FHWA to FTA in the amount of $71,773, the FY2022 Ride-Finders funding transferred from FHWA to FTA in the amount of $71,773, the FY2023 Ride-Finders funding transferred from FHWA to FTA in the amount of $71,733, and the FY2024 Ride-finders funding transferred from FHWA to FTA in the amount of $71,773 by the New Mexico Department of Transportation. The total amount of funding is $287,052 in Federal funds with a 14.56 percent local match in the amount of $48,917. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used for mobility management and support the marketing of local and regional alternative transportation services all around the state of New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.

Project 1:
FY2020 RideFinders Funding (STP Urban FAST) for Mobility Management
This project represents the FY2020 Ride-Finders funding transferred from FHWA to FTA in the amount of $71,773 for mobility management and support marketing of local and regional alternative transportation services in the state of New Mexico. Local match funds in the amount of $12,231 will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.

Project 2:
FY2022, FY2023 and FY2024 Ridefinders Funding (STP Urban FAST) for Mobility Management
This project represents the FY2022, FY2023 and FY2024 Ride-Finders funding transferred from FHWA to FTA in the amount of $215,279 for mobility management and support marketing of local and regional alternative transportation services in the state of New Mexico. Local match funds in the amount of $36,686 will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

**Award Budget**

Total Award Budget: $335,969.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $287,052.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $48,917.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $287,052.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $48,917.00

**Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| FHWA Transfer to 5307 Urbanized Area Formula Grants | 5307-3 | 20507 | $287,052 |
| Local | | | $48,917 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |

| | | | |
|---|---|---|---|
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$335,969** |

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concurs - Certified
DOL Review Date: 7/3/2025
DOL Certification Date: 3/31/2025

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:
Donald Koski
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: donald.koski@dot.gov
Award Date: 7/17/2025

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:

(a) Statements,
(b) Representations,
(c) Warranties,
(d) Covenants, and
(e) Materials,

(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

**IN WITNESS WHEREOF**, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault (Aug 1, 2025 12:21:36 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 6/16/2025 REC 7/30/25

Project Title: Section 5307 RideFinders Operating Assistance

Project Type: ☑ CIP ☐ Grant ☑ Internal Tracking

Project ID: TAD2623301

Grant ID: F2607

Approved By: Erika Lujan 7.30.2025

Entered By: CMT 7/30 (Finance Use Only)

Department: PW-Transit Project Manager: Gabrielle Chavez Ext: 2055

Project Date Range: 7/1/2025 to 9/30/2028 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: USDOT/FTA Section 5307 FHWA Transfer to Urbanized Formula Grants % of Funding: 85.44

MUNIS ORG: 2330491 MUNIS OBJ: 490740 Awarded Amount: $287,052

Funding Source: LOCAL MATCH % of Funding: 14.56

MUNIS ORG: 2330491 MUNIS OBJ: GRT-TRANSIT Awarded Amount: 48917.00

**Expense String Phase:** **TOTAL PROJECT AMOUNT: $335969.00**

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: SALRY/BENFT MUNIS ORG: 2330491 MUNIS OBJ: 500110

Phase: MUNIS ORG: MUNIS OBJ:

Phase: MUNIS ORG: MUNIS OBJ:

**Contract number:** Comments/Other: PASS THRU NMDOT-FHWY-IFT

***GRANTS ONLY:***

Grantor Name: USDOT-FTA NM 2025-004 RIDEFINDERS Awarded Amount: 287,052

AR Charge Code: 2330491.490740 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.507

***(If grants please provide all grant award documents with form)*** ☑ Attached Grant Documentation

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works / Transit CIP | 8/1/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
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| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| US DOT/FTA - NM-2025-004 Ridefinders | 2330491 | 490740 | TAD2623301 | (287,052) | |
| | | | | | |
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| | | | | | |
| **JUSTIFICATION:** *(use additional page if needed)* | | | | | |
| *--Attach supporting documentation/memo* | | | | $ (287,052) | $ - |

US DOT FTA Grant award for $287,052 to cover expenses for transit agency operations salaries and benefits.

Required $48,917.00 local match. (Term 9/30/2028)

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 233 | 287,052 |
| | |
| | |
| **TOTAL:** | **287,052** |

Carol Swenson — 8/1/2025
Prepared By *{print name}* — Date

Gabrielle Chavez (Aug 14, 2025 14:27:51 MDT)
Division Director — Date

Regina Wheeler
Department Director (Aug 14, 2025 14:34:47 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 — 08/14/2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# GB Packet FY26 BAR Transit Sect 5307 Op Assistance for Ridefinders Mobility

Final Audit Report 2025-08-14

| | |
|---|---|
| Created: | 2025-08-14 |
| By: | YVONNE SWENSON (ycswenson@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAomTKePLhSxGFaqmC24DYA4PGXKDApvOZ |

## "GB Packet FY26 BAR Transit Sect 5307 Op Assistance for Ridefinders Mobility" History

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Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-08-14 - 8:34:45 PM GMT- IP address: 63.232.20.2

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Signature Date: 2025-08-14 - 8:34:47 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-08-14 - 9:05:17 PM GMT- IP address: 104.47.64.254

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

Signature Date: 2025-08-14 - 9:08:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-14 - 9:08:47 PM GMT

CITY OF SANTA FE

# The Purchasing Memo

**Date: August 11, 2025**

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

**From:** Clinton Peterson, Water Division Engineer

**Via:** Jesse Roach, Interim Public Utilities Department Director

Jonathan Montoya, Interim Water Division Director Jonathan Montoya (Aug 12, 2025 14:58:41 MDT)

**Subject:** Flocculation and Sedimentation Improvements BAR and Contract Approval

**Vendor Name:** Bradbury Stamm Construction

**Munis Vendor Number:** 1662

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## ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a Construction Contract in the total amount not to exceed $21,882,300, excluding gross receipts tax for a term until 12/31/28 with Bradbury Stamm; Request review and approval of a Budget Adjustment Resolution (BAR) in the amount of $12,000,000 from the Water Enterprise Fund to WIP Construction to fund the above Contract for this Fiscal Year.

## CONTRACT NUMBER:

The FY26/27 Munis contract number is 3260113.

## BACKGROUND AND SUMMARY:

The Canyon Road Water Treatment Plant (CRWTP) is one of two primary surface water treatment plants that provide potable drinking water to the City of Santa Fe. A Comprehensive Performance Evaluation completed by Carollo, an engineering consultant, in 2020 that recommended a list of key infrastructure improvements that would upgrade and replace aging equipment at the CRWTP. Several of the items on this list that were deemed high priority to keep the CRWTP functional were designed by Carollo as the Flocculation and Sedimentation Improvements project (CIP# 39115). The design was completed in 2021. The project initially solicited bids through the Invitation to Bid (ITB) process but only received a single bid in August of 2024, which exceeded the engineer's estimate of cost.

The Santa Fe Water Division once again solicited bids through a competitive ITB process for the Flocculation and Sedimentation Improvements Project, ITB #25049 in May of 2025. The winning bid is from Bradbury Stamm Construction. Bradbury Stamm was the lowest bidder out of three bidders and provided all expectations and requirements for the project. The base bid is for $19,893,00.00 with an unanticipated cost overrun amount of $1,989,300.00. Total project cost including NMGRT of $1,791,613.31 is $23,673,913.31.

The Flocculation and Sedimentation Improvements Project is a large CIP construction project that will be managed by the Water Division Engineering Section. The project team will include design engineering and construction management support from external firms in addition to the prime construction contractor. The project is estimated to be completed within 27 months, but the exact schedule will need to be negotiated and proposed by Bradbury Stam. Additionally, the schedule is impacted by seasonal operations tied to demand and work restrictions detailed in the project specifications.

The Water Division is seeking review and approval of the above Contract as well as a BAR in the amount of $12,000,000 from the Water Enterprise Fund into the WIP Construction account to fund the project for this fiscal year FY26/27.

**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 Construction / 572970

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

**Budget Officer Comment/Exceptions:** -

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-102, ITB

The Santa Fe Water Division once again solicited bids through a competitive ITB process for the Flocculation and Sedimentation Improvements Project, ITB #25049 in May of 2025. The winning bid is from Bradbury Stamm. The Munis Contract Number is 3260113.

**Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 08/14/2025

**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:** Timothy Farrell **Title:** Property Development Manager **Date:** 08/13/2025

**Comment/Exceptions:** _____

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

**If yes, what is the issuing agency:** _____

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

**Comment/Exceptions:** _____

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

**Project Ledger Number:** **WTR2650501**

**Approval:** Rebecca Lovato-Sanouvong (Aug 13, 2025 15:25:13 MDT) **Title:** Accounting Manager **Date:** 08/13/2025

**Comment/Exceptions:** _____

**ATTACHMENTS:**

Horizons declination
CPO Service Determination Email
Procurement document: ITB
Vendor's Bid
Certificate of Liability Insurance (COI)
Professional Services Contract
BAR

**Construction Contract Attachments:**

Non-Collusion Affidavit of Subcontractor
Statement of Intent to pay prevailing wages
Affidavit of Wages Paid
Weekly Payroll Form
Payroll Statement of Compliance
Performance bond
Payment bond

| | |
|---|---|
| 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 Construction | 5050395 | 572970 | WTR2650501 | 12,000,000 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 12,000,000 | $ - |

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

Please see attached Memo.

The City of Santa Fe Public Utilities Department requests approveal of this BAR to allocate funds for water-related construction services executed per the attached contract for CIP project Flocculation and Sedimentation Improvements for the Canyon Road Water Treatment Plant. The associated procurement was via ITB procurement for vendor Bradbury Stamm Construction. This BAR is anticipating costs for this fiscal year's PO and not for the full contract amount. Additional BAR(s) will be required for POs for future FY's throughout the lifespan of the project.

*{Complete section below if BAR results*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 505 | (12,000,000) |
| | |
| | |
| | |
| **TOTAL:** | **(12,000,000)** |

Clinton Peterson — 8/4/2025
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 — 08/13/2025
Budget Officer — Date

Division Director Signature *{optional}* — Date

Jonathan Montoya — 08/13/2025
Jonathan Montoya (Aug 13, 2025 13:22:55 MDT)
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: 8/4/2025

Project Title: Flocculation and Sedimentation Improvements Construction

Project Type: ☑ CIP ☐ Grant ☐ Internal Tracking

Project ID: WTR2650501

Grant ID: N/A

Approved By: ERIKA LUJAN
ERIKA LUJAN (Aug 6, 2025 15:32:41 MDT)

CT (Finance Use Only)

Department: Public Utilities Project Manager: Clinton Peterson Ext: 4369

Project Date Range: 8/27/2025 to 12/31/2028 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: WIP Construction % of Funding: 100

MUNIS ORG: 5050395 MUNIS OBJ: 572970 Awarded Amount: $23,673,913.31

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

**Expense String Phase:**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 MUNIS ORG: 5050395 MUNIS OBJ: 572970

**Grants Only (list all grants if applicable):**

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

***(If grants please provide all grant award documents with form)*** ☐ Attached Grant Documentation

**From:** Matt Loehman
**To:** PETERSON, CLINTON D.
**Cc:** jperez@horizonsofnewmexico.org; gblock@horizonsofnewmexico.org
**Subject:** Re: Horizons first right of declination
**Date:** Monday, August 4, 2025 4:23:57 PM
**Attachments:** image001.png

---

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

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**
**Executive Director**

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Aug 4, 2025 at 4:22 PM PETERSON, CLINTON D. <cdpeterson@santafenm.gov> wrote:

> Hello,
>
> I have a ~20 million dollar construction project for renovations to our water treatment plant that we went out for public bidding via ITB in May of 2025. Is this something that Horizons would like to do?

**Clinton Peterson, P.E.**

Engineer, Water Division

City of Santa Fe

**Phone:** 505-955-4369

**From:** DUTTON-LEYDA, TRAVIS K.
**To:** PETERSON, CLINTON D.
**Cc:** Purchasing DET
**Subject:** RE: Determination Request for Construction Services
**Date:** Monday, August 4, 2025 4:42:31 PM
**Attachments:** image002.png
image004.png

---

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- 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.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: 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.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you

choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - 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, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

***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:** PETERSON, CLINTON D. <cdpeterson@santafenm.gov>
**Sent:** Monday, August 4, 2025 4:28 PM
**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Subject:** Determination Request for Construction Services

Hello,

I need a determination request for Construction Services for the Canyon Road Water Treatment Plant, which would include:

- Demolition of existing flocculation and sedimentation equipment
- Installation of new PLC controls, new vertical flocculation paddlewheels, new concrete work for existing sedimentation basins, new yard piping and electrical conduits, electrical work, and new plate settlers
- Construction of a new motor control building for the vertical paddlewheels.

**Clinton Peterson, P.E.**
Engineer, Water Division
City of Santa Fe
**Phone:** 505-955-4369

BRADSTA-03 JBENALLY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Carrie Butler<br>PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972<br>E-MAIL ADDRESS: Carrie.Butler@hubinternational.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Zurich American Insurance Company — 16535 |
| INSURED<br>Bradbury Stamm Construction, Inc.<br>7110 2nd St NW<br>Albuquerque, NM 87107 | INSURER B : Allied World Insurance Company — 22730 |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | X | X | GLO 2927129 - 03 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | X | X | BAP 2927130-03 | 7/1/2025 | 7/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | X | 0313-8176 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>Aggregate | $ 5,000,000<br>$<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC 2927128-03 | 7/1/2025 | 7/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured, Primary Non--Contributory, Waiver of Subrogation and 30 Day Notice of Cancellation apply per attached policy forms.

Project: Santa Fe Canyon Road Flocculation and Sedimentation

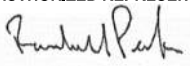
**CERTIFICATE HOLDER**

Canyon Road Water Treatment Plant
1780 Upper Canyon Road
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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## ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

| Alternate Employer | Address | State of Special or Temporary Employment |
|---|---|---|
| Any person or organization to whom or to which you are required to add as an alternate employer in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law | | Any state listed in Item 3.A of the Information Page |

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 07/01/2024 Policy No. WC 2927128 - 02 Endorsement No.

Insured BRADBURY STAMM CONSTRUCTION, INC. Premium

Insurance Company Zurich American Insurance Company Countersigned by_____


**Copyright 1984 National Council on Compensation Insurance.**

# Additional Insured – Automatic – Owners, Lessees Or Contractors

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 2927129 - 02 | Effective Date: 07/01/2024 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

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

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and 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 under 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 a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

**2.** 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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# Blanket Notification to Others of Cancellation or Non-Renewal

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 2927129 - 02 | Effective Date: 07/01/2024 |

This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

**1.** Must be provided to us prior to cancellation or non-renewal;

**2.** Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

**3.** Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

**1.** Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

**2.** At least 30 days prior to the effective date of:

**a.** Cancellation, if cancelled for any reason other than nonpayment of premium; or

**b.** Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

**1.** Extend the Coverage Part cancellation or non-renewal date;

**2.** Negate the cancellation or non-renewal; or

**3.** Provide any additional insurance that would not have been provided in the absence of this endorsement.

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**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

| **SCHEDULE** | |
|---|---|
| The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days: | * |
| The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days: | ** |
| * If a number is not shown here, 10 days continues to apply.<br>** If a number is not shown here, 30 days continues to apply. | |

All other terms and conditions of this policy remain unchanged.

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# General Liability Supplemental Coverage Endorsement

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. GLO 2927129 - 02 | Effective Date: 07/01/2024 |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

**A. Broadened Named Insured**

**1.** The following is added to Section **II – Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

**a.** Is newly acquired or formed during the policy period;

**b.** Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or

**c.** Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

**2.** The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

**B. Newly Acquired or Formed Organizations as Named Insureds**

**1.** Paragraph **3.** of Section **II – Who Is An Insured** is replaced by the following:

**3.** Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

**a.** Coverage under this provision is afforded only until the 180$^{th}$ day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

**c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.



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An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

**2.** The last paragraph of Section **II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

**C. Insured Status – Employees**

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

**2.** Each of the following is also an insured:

**a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

**(1)** "Bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a), (b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

**D. Additional Insureds – Lessees of Premises**

**1.** Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

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 written contract or written agreement to provide for such additional insured.

**2.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:



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The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or

**b.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**E. Additional Insured – Vendors**

**1.** The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

**a.** Only applies to the extent permitted by law; and

**b.** Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

**2.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**a.** The insurance afforded the vendor does not apply to:

**(1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(2)** Any express warranty unauthorized by you;

**(3)** Any physical or chemical change in the product made intentionally by the vendor;

**(4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**(7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(a)** The exceptions contained in Subparagraphs **(4)** or **(6)**; or

**(b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**b.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.



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**c.** This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

**3.** With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

**a.** Required by the written contract or written agreement referenced in Subparagraph **E.1.** above (of this endorsement); or

**b.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**F. Additional Insured – Managers, Lessors or Governmental Entity**

**1.** Section **II – Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but 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 omission of those acting on your behalf; and

resulting directly from:

**a.** Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

**b.** Ownership, maintenance, occupancy or use of premises by you; or

**c.** Maintenance, operation or use by you of equipment leased to you by such person or organization.

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 written contract or written agreement to provide for such additional insured.

**2.** This provision does not apply:

**a.** Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

**b.** To any person or organization included as an insured under Paragraph **3.** of Section **II – Who Is An Insured**;

**c.** To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

**d.** To any:

**(1)** Owners or other interests from whom land has been leased by you; or

**(2)** Managers or lessors of premises, if:

**(a)** The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

**(b)** The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

**(c)** The premises are excluded under this Coverage Part.

**3.** With respect to the insurance afforded to the additional insureds under this endorsement, 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:



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**a.** Required by the written contract or written agreement referenced in Subparagraph **F.1.** above (of this endorsement); or

**b.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

**G. Damage to Premises Rented or Occupied by You**

**1.** The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

**2.** Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**H. Broadened Contractual Liability**

The "insured contract" definition under the **Definitions** Section 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 "specific perils" to premises while rented to you or temporarily occupied by you 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 your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, 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; or

**(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 Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

**I. Definition – Specific Perils**

The following definition is added to the **Definitions** Section:

"Specific perils" means:



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**a.** Fire;

**b.** Lightning;

**c.** Explosion;

**d.** Windstorm or hail;

**e.** Smoke;

**f.** Aircraft or vehicles;

**g.** Vandalism;

**h.** Weight of snow, ice or sleet;

**i.** Leakage from fire extinguishing equipment, including sprinklers; or

**j.** Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

**J. Limited Contractual Liability Coverage – Personal and Advertising Injury**

**1.** Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

**(1)** Liability for damages that the insured would have in the absence of the contract or agreement; or

**(2)** Liability for "personal and advertising injury" if:

**(a)** The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

**(b)** The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

**(c)** The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph **(a)** above, provided:

**(i)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

**(ii)** Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**2.** Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

**d.** The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**3.** The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.



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**K. Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

**b.** Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**L. Broadened Property Damage**

**1. Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance.**

**2. Elevator Property Damage**

**a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

**b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

**3. Property Damage to Borrowed Equipment**

**a.** The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

**b.** The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

**M. Expected or Intended Injury or Damage**

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**a. Expected Or Intended Injury Or Damage**

"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.

**N. Definitions – Bodily Injury**

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.



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**O. Insured Status – Amateur Athletic Participants**

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

**a.** "Bodily injury" to:

**(1)** Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

**(2)** You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

**b.** "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

**(1)** Your "employee", "volunteer worker" or any person you sponsor; or

**(2)** You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**P. Non-Owned Aircraft, Auto and Watercraft**

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

**(1)** A watercraft while ashore on premises you own or rent;

**(2)** A watercraft you do not own that is:

**(a)** Less than 51 feet long; and

**(b)** Not being used to carry persons for a charge;

**(3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

**(5)** An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or

**(6)** "Bodily injury" or "property damage" arising out of:

**(a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

**(b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm**

**1.** The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".



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"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

**2.** The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

**a.** Employment agency, contractor or services;

**b.** Professional employer organization; or

**c.** Temporary help service.

**R. Definition – Mobile Equipment**

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

**(1)** Equipment designed primarily for:

**(a)** Snow removal;

**(b)** Road maintenance, but not construction or resurfacing; or

**(c)** Street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**S. Definitions – Your Product and Your Work**

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

**a.** Means:

**(1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

**(a)** You;

**(b)** Others trading under your name; or

**(c)** A person or organization whose business or assets you have acquired; and

**(2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

**(2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

**a.** Means:

**(1)** Work, services or operations performed by you or on your behalf; and



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**(2)** Materials, parts or equipment furnished in connection with such work, services or operations.

**b.** Includes:

**(1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

**(2)** The providing of or failure to provide warnings or instructions.

**T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition**

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

**U. Other Insurance Condition**

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

**4. Other Insurance**

If other valid and collectible 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 follows:

**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. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

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

**(2)** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

**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 property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

**(ii)** That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;

**(iii)** That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;



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**(iv)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or

**(v)** That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

**(b)** Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

**(c)** 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", 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.

## V. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

### 6. Representations

By accepting this policy, you agree:

**a.** The statements in the Declarations are accurate and complete;

**b.** Those statements are based upon representations you made to us; and

**c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

**a.** Fail to disclose all hazards existing at the inception of this policy; or

**b.** Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

## W. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

### 8. Transfer Of Rights Of Recovery Against Others To Us

**a.** If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b.** If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

## X. Liberalization Condition



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The following condition is added to Section **IV – Commercial General Liability Conditions**:

**Liberalization Clause**

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# Blanket Notification to Others of Cancellation or Non-Renewal

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. BAP 2927130 - 02 | Effective Date: 07/01/2024 |

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

| SCHEDULE | |
|---|---|
| The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days: | * |
| The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days: | ** |
| * If a number is not shown here, 10 days continues to apply.<br>** If a number is not shown here, 30 days continues to apply. | |

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

**1.** Must be provided to us prior to cancellation or non-renewal;

**2.** Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

**3.** Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

**1.** Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

**2.** At least 30 days prior to the effective date of:

**a.** Cancellation, if cancelled for any reason other than nonpayment of premium; or

**b.** Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

**1.** Extend the Coverage Part cancellation or non-renewal date;

**2.** Negate the cancellation or non-renewal; or

**3.** Provide any additional insurance that would not have been provided in the absence of this endorsement.

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**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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# Coverage Extension Endorsement

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. BAP 2927130 - 02 | Effective Date: 07/01/2024 |

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

**1.** The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

**a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also 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.

**b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

**c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

**d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

**2.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the 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.

**(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.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   **Temporary Substitute Autos – Physical Damage**

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   **Temporary Substitute Autos – Physical Damage**

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**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.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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## V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

## W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** BRADBURY STAMM CONSTRUCTION, INC.

**Endorsement Effective Date:**

**SCHEDULE**

| | |
|---|---|
| **Name Of Person(s) Or Organization(s):** | Any person or organization to whom or which you are required to provide insured status or 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.


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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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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 07/01/2024 Policy No. WC 2927128 - 02 Endorsement No.

Insured BRADBURY STAMM CONSTRUCTION, INC. Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____


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## 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.

Schedule

1. ( ) Specific Waiver

   Name of person or organization:

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

   The premium charge for this endorsement shall be 0% 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: INCL

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 07/01/2024 Policy No. WC 2927128 - 02 Endorsement No.

Insured BRADBURY STAMM CONSTRUCTION, INC. Premium

Insurance Company Zurich American Insurance Company Countersigned by_____


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**ITEM #:** _____

Munis Contract #: _____
ITB #: 24002

CITY OF SANTA FE

# CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Bradbury Stamm 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.

## RECITALS

**WHEREAS,** the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

**WHEREAS,** the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for CIP Number 39115 Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements (Bid Number 24002) adhering to the Standard General Conditions attached.

The work designated CIP Number 39115 Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements consists of but is not limited to the Scope of Work as described in the attached Standard General Conditions of the Construction Contract (Attachment 1), Supplementary Conditions of the Construction Contract (Attachment 2), Project Specifications (Attachments 3 and 4) and Drawings (Attachment 5).

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.


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B. Project: Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements

C. City Department: Public Utilities, Water Division

D. Distribution:
- City of Santa Fe Water Division, Clinton Peterson, cdpeterson@santafenm.gov
- Contractor: Bradbury Stamm Construction
- Engineer: Carollo Engineers, Inc., Jason Assouline, jassouline@carollo.com

***2.*** **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, and such compensation not to exceed $21,882,300, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

| | |
|---|---|
| Base Bid | $19,893,000.00 |
| Unanticipated Cost Overrun | $1,989,300.00 |
| Gross Receipts Tax (8.1875%) | $1,791,613.31 |
| *Base Bid plus Unanticipated Cost Overrun plus NMGRT* | $23,673,913.31 |

**The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed $23,673,913.31 (Twenty-three million, six-hundred seventy-three thousand, nine hundred thirteen dollars and thirty-one cents). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining


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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. 57-128-5(B).

**3. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate on 12/31/28 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement subject to the limitations in NMSA 1978, Sections 13-1-150 through 152.

**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


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terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

**5. Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor**

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

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price


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specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time


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

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

**14. Amendment**

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

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

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.


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2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

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

All terms and conditions of the **ITB,** Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements, Cip Number 39115, 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**


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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

**22. Records and Financial Audit**

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

**23. Indemnification**

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


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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: Clinton Peterson, 801 W San Mateo Rd. Santa Fe, NM 87505, cdpeterson@santafenm.gov.

To the Contractor: Lawrence Peterson, 7110 2nd St NW, Albuquerque, NM 87107, LPeterson@bradburystamm.com.

**28. Authority**

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

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the


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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. Liquidated Damages**

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount of Twenty Five Hundred Dollars ($2,500.00) per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

**31. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**32. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**33. 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


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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-


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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.


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

CITY OF SANTA FE:

_____
ALAN WEBBER, CITY MAYOR

DATE: _____

CONTRACTOR:

Cynthia Schultz (Aug 4, 2025 10:28:16 CDT)
_____
CYNTHIA SCHULTZ, CEO
BRADBURY STAMM

Aug 4, 2025
DATE: _____
CRS#: _____

Registration #: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 4, 2025 09:28:40 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR


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# ATTACHMENT 1 - STANDARD GENERAL CONDITIONS

# OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS


Page

Article 1—Definitions and Terminology ..... 56
1.01 Defined Terms ..... 176
1.02 Terminology ..... 221
Article 2—Preliminary Matters ..... 232
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance ..... 232
2.02 Copies of Documents ..... 233
2.03 Before Starting Construction ..... 233
2.04 Preconstruction Conference; Designation of Authorized Representatives ..... 243
2.05 Acceptance of Schedules ..... 244
2.06 Electronic Transmittals ..... 244
Article 3—Contract Documents: Intent, Requirements, Reuse ..... 254
3.01 Intent ..... 254
3.02 Reference Standards ..... 255
3.03 Reporting and Resolving Discrepancies ..... 265
3.04 Requirements of the Contract Documents ..... 276
3.05 Reuse of Documents ..... 67
Article 4—Commencement and Progress of the Work ..... 67
4.01 Commencement of Contract Times; Notice to Proceed ..... 67
4.02 Starting the Work ..... 67
4.03 Reference Points ..... 67
4.04 Progress Schedule ..... 68
4.05 Delays in Contractor's Progress ..... 68
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions ..... 70
5.01 Availability of Lands ..... 70
5.02 Use of Site and Other Areas ..... 70
5.03 Subsurface and Physical Conditions ..... 71
5.04 Differing Subsurface or Physical Conditions ..... 322
5.05 Underground Facilities ..... 334
5.06 Hazardous Environmental Conditions at Site ..... 356
Article 6—Bonds and Insurance ..... 78
6.01 Performance, Payment, and Other Bonds ..... 78
6.02 Insurance—General Provisions ..... 79
6.03 Contractor's Insurance ..... 401
6.04 Builder's Risk and Other Property Insurance ..... 412
6.05 Property Losses; Subrogation ..... 422
6.06 Receipt and Application of Property Insurance Proceeds ..... 433
Article 7—Contractor's Responsibilities ..... 434
7.01 Contractor's Means and Methods of Construction ..... 434
7.02 Supervision and Superintendence ..... 434
7.03 Labor; Working Hours ..... 444
7.04 Services, Materials, and Equipment ..... 445
7.05 "Or Equals" ..... 445
7.06 Substitutes ..... 456
7.07 Concerning Subcontractors and Suppliers ..... 88




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7.08 Patent Fees and Royalties ..... 90
7.09 Permits ..... 90
7.10 Taxes ..... 91
7.11 Laws and Regulations ..... 91
7.12 Record Documents ..... 91
7.13 Safety and Protection ..... 91
7.14 Hazard Communication Programs ..... 513
7.15 Emergencies ..... 513
7.16 Submittals ..... 523
7.17 Contractor's General Warranty and Guarantee ..... 96
7.18 Indemnification ..... 97
7.19 Delegation of Professional Design Services ..... 98
Article 8—Other Work at the Site ..... 99
8.01 Other Work ..... 99
8.02 Coordination ..... 99
8.03 Legal Relationships ..... 100
Article 9—Owner's Responsibilities ..... 101
9.01 Communications to Contractor ..... 101
9.02 Replacement of Engineer ..... 591
9.03 Furnish Data ..... 591
9.04 Pay When Due ..... 591
9.05 Lands and Easements; Reports, Tests, and Drawings ..... 591
9.06 Insurance ..... 592
9.07 Change Orders ..... 602
9.08 Inspections, Tests, and Approvals ..... 602
9.09 Limitations on Owner's Responsibilities ..... 602
9.10 Undisclosed Hazardous Environmental Condition ..... 602
9.11 Evidence of Financial Arrangements ..... 602
9.12 Safety Programs ..... 602
Article 10—Engineer's Status During Construction ..... 602
10.01 Owner's Representative ..... 602
10.02 Visits to Site ..... 603
10.03 Resident Project Representative ..... 613
10.04 Engineer's Authority ..... 613
10.05 Determinations for Unit Price Work ..... 614
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work ..... 614
10.07 Limitations on Engineer's Authority and Responsibilities ..... 614
10.08 Compliance with Safety Program ..... 624
Article 11—Changes to the Contract ..... 625
11.01 Amending and Supplementing the Contract ..... 625
11.02 Change Orders ..... 625
11.03 Work Change Directives ..... 635
11.04 Field Orders ..... 636
11.05 Owner-Authorized Changes in the Work ..... 646
11.06 Unauthorized Changes in the Work ..... 646
11.07 Change of Contract Price ..... 6407
11.08 Change of Contract Times ..... 6508
11.09 Change Proposals ..... 6508
11.10 Notification to Surety ..... 6709
Article 12—Claims ..... 670
12.01 Claims ..... 670
Article 13—Cost of the Work; Allowances; Unit Price Work ..... 681
13.01 Cost of the Work ..... 681


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13.02 Allowances ..... 725
13.03 Unit Price Work ..... 725
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work ..... 736
14.01 Access to Work ..... 736
14.02 Tests, Inspections, and Approvals ..... 736
14.03 Defective Work ..... 7417
14.04 Acceptance of Defective Work ..... 7418
14.05 Uncovering Work ..... 7518
14.06 Owner May Stop the Work ..... 7519
14.07 Owner May Correct Defective Work ..... 7519
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period ..... 7619
15.01 Progress Payments ..... 7619
15.02 Contractor's Warranty of Title ..... 793
15.03 Substantial Completion ..... 793
15.04 Partial Use or Occupancy ..... 804
15.05 Final Inspection ..... 815
15.06 Final Payment ..... 815
15.07 Waiver of Claims ..... 826
15.08 Correction Period ..... 826
Article 16—Suspension of Work and Termination ..... 83
16.01 Owner May Suspend Work ..... 83
16.02 Owner May Terminate for Cause ..... 8428
16.03 Owner May Terminate for Convenience ..... 8529
16.04 Contractor May Stop Work or Terminate ..... 8529
Article 17—Final Resolution of Disputes ..... 850
17.01 Methods and Procedures ..... 850
Article 18—Miscellaneous ..... 860
18.01 Giving Notice ..... 860
18.02 Computation of Times ..... 860
18.03 Cumulative Remedies ..... 861
18.04 Limitation of Damages ..... 861
18.05 No Waiver ..... 861
18.06 Survival of Obligations ..... 871
18.07 Controlling Law ..... 871
18.08 Assignment of Contract ..... 871
18.09 Successors and Assigns ..... 871
18.10 Headings ..... 87


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# STANDARD GENERAL CONDITIONS

# OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

*10. Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an


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adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.


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21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.


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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part


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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.


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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four


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words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;


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2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to


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long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.


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2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).


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3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.


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4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;


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2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.


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## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work,


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or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;


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3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.


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E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;


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2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.


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F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner


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or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may


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submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.


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B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such


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required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.


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K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;


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2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.


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6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents,


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consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.


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7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item.


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For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.


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1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.


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C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier ~~(unless Owner has already deemed such proposed Subcontractor or Supplier acceptable~~ during the bidding process ~~or otherwise~~. Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection ~~within 5 days~~.

E. Substitution of subcontractors is allowed for the following reasons: (1) if the subcontractor fails or refuses to execute a written contract with the Contractor; (2) when the subcontractor becomes bankrupt or insolvent prior to execution of a contract with the Contractor; (3) when the Owner refuses to approve the subcontractor; (4) when the subcontractor fails or refuses to perform his contract with the Contractor; (5) when the Contractor inadvertently listed the wrong name of the subcontractor; (6) when a bid alternate accepted by the Owner causes the listed subcontractor to not be the low bidder; (7) When the subcontractors bid is incomplete; (8) when the listed subcontractor fails or refuses to meet the bond requirement of the Contractor; (9) when the listed subcontractor does not have the proper license to perform the work; or (10) when the listed subcontractor is not registered with Workforce Solutions.


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F. The Owner shall notify the subcontractor, in writing by certified mail, and the subcontractor shall have five (5) working days to submit written objections to the substitution to the Owner. If the subcontractor responds with objections, then the Owner shall give at least five (5) working days' notice for a hearing.

G. The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the Owner. Contractor shall not sublet or subcontract any portion of the work in excess of the listing threshold without the use of a change order unless: (1) the Contractor failed to receive a bid for a category or work and has designated on the subcontractors list that "no bid" was received; (2) the Contractor fails to receive more than one bid for a category of work and has stated that only one bid has been received. These designations shall not occur more than one time on the subcontractors list.

~~H. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.~~

H. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

I. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

J. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

K. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

L. Consistent with NMSA 1978, sec.13-4-34, the divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.


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O. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.


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7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and


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3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss.


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Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.


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2. *Samples*

    a. Contractor shall submit the number of Samples required in the Specifications.

    b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.


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D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.


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B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of


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engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and


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3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.


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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect


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to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.


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9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On


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the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance


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of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;


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2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.


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11.05 *Owner-Authorized Changes in the Work*

A. A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

~~1.~~ A mutually acceptable fixed fee; ~~or~~


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2. ~~If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~

   a. ~~For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;~~

   b. ~~For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;~~

   c. ~~Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;~~

   d. ~~No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;~~

2. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

3. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the


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proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.


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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12—CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim


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submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe


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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The


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rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation


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excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.1.~~as follows:~~

4) ~~When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~

5) ~~When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.


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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and


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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and


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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent


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not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.


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B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by


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Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;


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d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;


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f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or


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corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete,


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Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.


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B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within ~~30~~ 21 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;


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2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.


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16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.


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16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.


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B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18—MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.


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18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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# ATTACHMENT 2 - SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS


**Page**

Article 1— Definitions and Terminology .....894
Article 2— Preliminary Matters .....894
Article 3— Contract Documents: Intent, Requirements, Reuse..... 94
Article 4— Commencement and Progress of the Work ..... 94
Article 5— Site, Subsurface and Physical Conditions, Hazardoud Environmental Conditions .....940
Article 6— Bonds and Insurance.....961
Article 7— Contractor's Responsibilities.....101
Article 8— Other Work at the Site .....102
Article 9— Owner's Responsibilities .....102
Article 10— Engineer's Status During Construction.....103
Article 11— Changes to the Contract.....1040
Article 12— Claims .....1040
Article 13— Cost of Work; Allowances, Unit Price Work.....1040
Article 14— Tests and Inspections; Correction, Removal, or Accceptance of Defective Work .....1051
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period.....1051
Article 16— Suspension of Work and Termination .....1062
Article 17— Final Resolutions of Disputes.....1062
Article 18— Miscellaneous.....1084
Exhibit A— Software Requirements for Electronic Document Exchange .....111




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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

## ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. Evidence of Contractor’s Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of Owner’s Insurance: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, if Contractor requests, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.


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SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements


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specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **10** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.


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f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.


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SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project


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information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Add the following new subparagraph after Paragraph 3.01.A:

1. Requirements stated in the following CSI MasterFormat® divisions apply to Technical Sections.
    a. Division 00 – Procurement and Contracting Requirements, from Document 00500 and higher.
    b. Division 01 – General Requirements.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01.A – Delete the last sentence of paragraph.

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays
    a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.
    b. The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

## ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 Subsurface and Physical Conditions


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**Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).**

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|---|---|---|
| Geotechnical Engineering Services Report, Canyon Road Water Treatment Plant Additions | 9/1/2020 | Recommendations for foundation design, slab support, pavement design, and site grading |
| Geotechnical Engineering Services Report, Canyon Road Water Treatment Plant Additions, Addendum 1 | 10/8/2020 | Additional foundation alternative for flocculation motor control building |
| | | |

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

| Drawings Title | Date of Drawings | Technical Data |
|---|---|---|
| Various drawings exist and can be made accessible to Contractor | Various | Various Technical Data |
| | | |
| | | |

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents on City of Santa Fe website, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: There are no reports known to Owner of


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Hazardous Environmental Conditions, however, there are regular chemical deliveries to the site, some of which may be deemed hazardous.

**ARTICLE 6—BONDS AND INSURANCE**

**WHERE A CONFLICT EXISTS BETWEEN THE INSURANCE REQUIREMENTS IN THE CONTRACT AND THOSE IN THE SUPPLEMENTARY CONDITIONS, THE MORE STRINGENT CONDITION (OR HIGHER LIMIT) SHALL BE REQUIRED.**

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition), or equivalent.
2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition), or equivalent.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. Contractor shall furnish a fully executed warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018) prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
2. The Warranty Bond must be in a bond amount of 25 percent of the final contract price.
3. The warranty bond period will extend to the end of the correction period, as specified in SC 15.08.A.
4. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02.E – Delete paragraph in its entirety and insert "Deleted".

6.03 Contractor's Insurance


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SC-6.03 Delete the phrase "and the Engineer, and any individuals or entities identified" in Paragraph 6.03.C.1.

SC-6.03 Supplement Paragraph 6.03 with the following provisions in Paragraph 6.03.C.1: Owner shall be listed as City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico 87504.

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C.5:

E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions). **Note**: *** whichever is greater.** See table below.

| **Workers' Compensation and Related Policies** | **Policy limits of not less than:** |
|---|---|
| **Workers' Compensation** | |
| State | Statutory or $500K***** |
| Applicable Federal (e.g., Longshoreman's) | Statutory |
| Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable | Statutory |

F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
   a. Such insurance must be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.


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3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

| Commercial General Liability | Policy limits of not less than: |
|---|---|
| General Aggregate | $ 2,000,000 |
| Products—Completed Operations Aggregate | $ 2,000,000 |
| Personal and Advertising Injury | $ 1,000,000 |
| Bodily Injury and Property Damage—Each Occurrence | $ 2,000,000 |

J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.


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| Automobile Liability | Policy limits of not less than: |
|---|---|
| **Combined Single Limit** | |
| Combined Single Limit (Bodily Injury and Property Damage) | $ 1,000,000 |

K. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

| Excess or Umbrella Liability | Policy limits of not less than: |
|---|---|
| Each Occurrence | $ 5,000,000 |
| General Aggregate | $ 5,000,000 |

L. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**[specify amount]** after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

| Contractor's Pollution Liability | Policy limits of not less than: |
|---|---|
| Each Occurrence/Claim | $ 1,000,000 |
| General Aggregate | $ 2,000,000 |

N. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two


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years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

If Contractor will not be providing professional services under this contract, a waiver must be obtained from Owner.

| Contractor's Professional Liability (if required) | Policy limits of not less than: |
|---|---|
| Each Claim | $ 1,000,000 |
| Annual Aggregate | $ 1,000,000 |

6.04 Builder's Risk and Other Property Insurance

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. Builder's Risk Requirements: The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the


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permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

5. extend to cover damage or loss to insured property while in transit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

    a. **NONE**

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

H. Builder's Risk and Other Property Insurance Deductibles: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than $**10,000** for direct physical loss in any one occurrence.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.03 Labor; Working Hours


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SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 6 PM, Monday through Saturday. Work on Saturdays will be permitted, notwithstanding Paragraph 7.03.C.
2. Contractor may perform Work on Sundays or legal holidays in the case of an emergency or with Owner's prior written consent, which will not be unreasonably withheld.
3. Contractor agrees to respect the quiet nature of the surrounding residential community and exercise due diligence in keeping noise to a minimum.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. **Contractor** shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

SC-7.06.A.3.a.2 – Remove "and" from the end of paragraph.

SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.08.B – Delete section in its entirety and insert "Deleted."

SC-7.08.C – Delete section in its entirety and insert "Deleted."

## ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

## ARTICLE 9—OWNER'S RESPONSIBILITIES

9.13 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Construction Manager.

B. Construction Manager will establish and implement procedures including testing, reviewing and processing requests for information, clarifications, and interpretations of the Contract Documents; show drawings, samples, and other submittals; schedule


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adjustments; Change Order proposals; written proposals for substitutions; payment applications; and maintenance of logs.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

   a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

   b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.


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7. *Completion*

   a. Participate in Engineer's visits regarding Substantial Completion.

   b. Assist in the preparation of a punch list of items to be completed or corrected.

   c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

   d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 11—CHANGES TO THE CONTRACT**

11.01.B. Add "and must be approved by the City's Governing Body" to the end of the paragraph.

**ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

**ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Equipment Rental Rate Blue Book by Equipment Watch.


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SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $1,000.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to ten percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than [number] percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

## ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

## ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due thirty (30) days after the Application for


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Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01. Add the following new paragraph after 15.01.D.1:

2. The Contractor shall disburse money paid to him, including any interest received, subcontractors' and suppliers' prorated share of the payment for undisputed services to subcontractors and suppliers within seven (7) days after Contractor receives progress payment. The Contractor may withhold a portion of any partial payment to a subcontractor or supplier as may be set forth in a subcontract agreement.

SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.05 Final Completion

SC-15.05 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Final Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

## ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 Public Works Mediation

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Public Works Mediation*

A. All matters subject to final resolution under this Article will be settled by Public Works Mediation pursuant to the Public Works Mediation Act, NMSA 1978, secs. 13-4C-1 through 13-4C-11.

B. An interested person may convene a mediation session for the purpose of resolving disputes related to the performance of a public works project. Mediation of a dispute related to the performance of a public works project shall take place within thirty days


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after an interested person has provided notice of the mediation session to other interested persons.

C. When an interested person receives notice of a mediation session, that person may notify other interested persons of the mediation session. A person who receives notice of a mediation session shall provide notice:

(1) to other interested persons no later than five days following receipt of the original notice; and

(2) that other interested persons have been notified to the interested person who convened the mediation session no later than five days following receipt of the original notice.

D. An interested person providing notice of a mediation session shall include the following information within the notice:

(1) the name and mailing address of the mediator;

(2) the date, time and location of the mediation session;

(3) a brief summary of all issues concerning a dispute related to the performance of a public works project;

(4) a brief statement regarding an interested person's association to a dispute related to the performance of a public works project, when the interested person has been provided with notice of a mediation session; and

(5) the cost for an eight-hour mediation session and the responsibility for payment of the costs pursuant to the provisions of Section 13-4C-11 NMSA 1978.

E. Service of the notice required pursuant to the provisions of Subsection B of this section shall be made by:

(1) mailing a certified letter, return receipt requested, to an interested person's residence, principal office or place of business; or

(2) delivering a copy of the notice to interested persons.

F. Each interested person properly notified of a mediation session shall prepare a summary of his position relative to issues concerning a dispute related to the performance of a public works project. The summary shall not exceed four pages in length. The summary shall be provided to the mediator at least four days prior to the mediation session. A mediator may request additional information or materials from persons properly notified of the mediation session.

G. All interested persons or representatives of interested persons properly notified of a mediation session shall attend the session for a minimum of eight hours unless otherwise agreed to by all persons attending the session. An interested person or a representative of an interested person attending a mediation session shall have the authority to enter into a settlement of disputes related to the performance of a public works project. A person may be accompanied by an attorney during the mediation session.

H. Following the completion of a mediation session, the mediator shall record any agreements entered into by persons during the session. Agreements shall be recorded


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in writing or by an audio or video tape recording; provided that all persons entering into the agreement shall indicate their assent to the agreement.

Evidence of offers to compromise a dispute or disclosures made during a mediation session shall not be admissible in subsequent judicial proceedings.

I. The costs of a mediation session shall be borne equally by all interested persons properly notified of a mediation session. When an interested person who has been properly notified of a mediation session fails to appear for that session or fails to remain for the duration of a session, that interested person shall be wholly responsible for the costs of the mediation session.

When a person files a lawsuit subsequent to exhausting the procedures set forth in the Public Works Mediation Act, the court may assess costs against any interested person who was properly notified of a mediation session and who failed to pay his share of the costs of the mediation session.

The mediator shall determine whether a person is an interested person for the purpose of sharing the costs of a mediation session.

**ARTICLE 18— MISCELLANEOUS**

Add the following new paragraph immediately after Paragraph 18.10.

18.11 Gratuities

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

18.12 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.


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2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:

    a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:

        i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur.

        ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

        iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).


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iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.


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## EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

| Item | Electronic Documents | Transmittal Means | Data Format | Note (1) |
|---|---|---|---|---|
| a.1 | General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form. | Email | Email | |
| a.2 | Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms. | Email w/ Attachment | PDF | (2) |
| a.3 | Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment. | Email w/ Attachment | PDF | |
| a.4 | Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals. | Email w/ Attachment or LFE | PDF | |
| a.5 | Layouts and drawings to be submitted to Owner for future use and modification. | Email w/ Attachment or LFE | DWG | |
| a.6 | Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification. | Email w/ Attachment or LFE | DOC | |
| a.7 | Spreadsheets and data to be submitted to Owner for future data processing use and modification. | Email w/ Attachment or LFE | EXC | |
| a.8 | Database files and data to be submitted to Owner for future data processing use and modification. | Email w/ Attachment or LFE | DB | |

| Notes | |
|---|---|
| (1) | All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents. |
| (2) | Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions. |

| Key | |
|---|---|
| Email | Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies |
| LFE | Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive) |
| PDF | Portable Document Format readable by Adobe® Acrobat Reader Version **[number]** or later |
| DWG | Autodesk® AutoCAD .dwg format Version **[number]** |
| DOC | Microsoft® Word .docx format Version **[number]** |
| EXC | Microsoft® Excel .xls or .xml format Version **[number]** |
| DB | Microsoft® Access .mdb format Version **[number]** |

# AIA® Document A312™ – 2010

## *Performance Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

**SURETY:**
*(Name, legal status and principal place of business)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**
Date:

Amount:

Description:
*(Name and location)*

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

Sample

Init. /

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# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**
*(Name, legal status and address)*

**SURETY:**
*(Name, legal status and principal place of business)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**
Date:

Amount:

Description:
*(Name and location)*

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

Sample



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| PRODUCER | CONTACT NAME: |
|---|---|
| | PHONE (A/C, No, Ext): / FAX (A/C, No): |
| | E-MAIL ADDRESS: |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| | INSURER A : | |
| | INSURER B : | |
| | 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 | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

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

**CERTIFICATE HOLDER**

**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

ACORD 25 (2010/05)

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# AFFIDAVIT OF WAGES PAID

**To Be Completed After Construction Is Complete**
**All FIELDS ARE REQUIRED**
**FORM MUST BE SENT TO THE CONTRACTING AGENCY**

| | | |
|---|---|---|
| **General Contractor Information** | | |
| Company Name: | | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Fax: | E-Mail: |
| Estimated Completion Date: | **State Wage Decision Number:** | |
| Project Title: | Project Physical Address: | |
| Print Name: | General Contractor Signature: | |
| | | |
| **Sub Contractor Information** | Date you completed work on this project: | |
| Company Name: | | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Fax: | E-Mail: |
| Print Name: | Sub Contractor Signature: | |
| | | |
| **2nd, 3rd, etc. Tier Sub Contractor Information** | Date you completed work on this project: | |
| Company Name: | | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Fax: | E-Mail: |
| Print Name: | Tier Signature: | |

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

_____ _____
Contractor's Signature Date

(Revised 08/23/13)

# INSTRUCTIONS FOR COMPLETING AFFIDAVIT OF WAGES PAID

GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE 13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter completion date of project.
6. All Affidavits' must be sent to the Contracting Agency.

SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor completion date.

NOTE: A separate signed form is needed for each contractor.

2ND, 3rd, etc. TIER SUB CONTRACTOR

1. Enter sub contractor information, subcontractor signature is not needed.
2. Enter 2nd tier sub contractor information and provide signature.
3. Enter 2nd tier contract completion date.

(Revised 8/23/13)

# STATEMENT OF INTENT TO PAY PREVAILING WAGES

**To Be Completed Before Construction Starts**
**All FIELDS ARE REQUIRED**
**FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD**

| | | |
|---|---|---|
| **General Contractor Information** | | |
| 3.1.1. Company Name: | | |
| 3.1.2. Address: | | |
| 3.1.3. City: | State: | Zip: |
| 3.1.4. Phone: | Fax: | E-Mail: |
| 3.1.5. FEIN # | | |
| 3.1.6. Estimated Start Date**:** | 3.1.7. **State Wage Decision Number:** | |
| 3.1.8.<br>3.1.9. Project Title: | 3.1.10.<br>3.1.11. Project Physical Address: | |
| 3.1.12. **Total Contract Amount:** | 3.1.13. Estimated Completion Date: | |
| 3.1.14.<br>3.1.15. Print Name: | 3.1.16.<br>**3.1.17.** General Contractor Signature**:** | |
| 3.1.18. | | |
| 3.1.19. **Sub-Contractor Information** | Subcontract Amount: | Start date on this project: |
| 3.1.20. Company Name: | | |
| 3.1.21. Address: | | |
| 3.1.22. City: | State: | Zip: |
| 3.1.23. Phone: | Fax: | E-Mail: |
| 3.1.24. FEIN # | | |
| 3.1.25.<br>3.1.26. Print Name: | 3.1.27.<br>3.1.28. Sub-Contractor Signature: | |
| 3.1.29. | | |
| **3.1.30. 2nd, 3rd, etc. Tier Sub-Contractor Information**<br>3.1.31. | Contract Amount: | **3.1.32.** Start date on this project**:** |
| 3.1.33. Company Name: | | |
| 3.1.34. Address: | | |
| 3.1.35. City: | State: | Zip: |
| 3.1.36. Phone: | Fax: | E-Mail: |
| 3.1.37. FEIN# | | |
| 3.1.38.<br>3.1.39. Print Name: | 3.1.40.<br>3.1.41. Tier Signature: | |

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

_____ _____
Contractor's Signature Date

## GENERAL CONTRACTOR

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

## SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub-contractor information as indicated and provide signature.
3. Enter sub-contractor contract amount.

NOTE: A separate signed form is needed for each contractor.

## 2ND TIER SUB CONTRACTOR

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub-contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

## 3RD TIER AND HIGHER CONTRACTOR

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier

## Payroll Statement of Compliance

***Wage Decision No.:*** _____

I, _____,
do hereby state:
(Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: -

_____
(Contractor or Subcontractor)
on the _____
(Name of Project)
that during the payroll period commencing on the _____day of_____, 20
and ending the
_____day of _____, 20___, all persons employed on said project have been paid the full weekly
wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said
_____ from the full
weekly wages earned by any (Contractor or Subcontractor)
person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.

(3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Training., US Dept.
of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

(4) **FRINGE BENEFITS:** ***(Please Spell Out Any/All Acronyms)***

___(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as
listed in the contract have been or will be made to appropriate program for the benefit of such employees.

*If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:*

| **Name of Program Used for Fringe Benefits:** | | | | |
|---|---|---|---|---|
| **Pension =** | **Health/Welfare =** | **Holiday/Vac. =** | **Life Ins. =** | **Training* =** |
| **(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)** | | | | |

*FRINGE BENEFITS :*
*Pension*
*Health/Welfare*
*Holiday/Vacation*
*Life Insurance*
*Training (not Apprenticeship)* *******

*FRINGE BREAKDOWN SAMPLE:*

| Fringe Benefit: | Amount: |
|---|---|
| 401(K) Plan | $8.98/hr. |
| Vacation | $2.23/hr. |

___(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/ or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

___(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to
approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division
of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

**APPRENTICESHIP CONTRIBUTIONS:** (Please check applicable blank)

___Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

___Check paid to: _____ _____

(Name & address of approved Apprenticeship & Training Program) ( Program No.)

Print Name of Certifying Official: Signature of Certifying Official: Title & Phone No.: Date:

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Revised April/2006

# City of Santa Fe
# Official Notice of Award

***** Month Day, Year

***** Mr./Mrs./Ms. Name of Contract
***** SignatoryContractor Address
***** City, State, ZIP
***** Telephone

**CIP Project Number 39115**
**Project: Canyon Road Water Treatment Plant Flocculation and Sedimentation Improvements**

Dear ***** Mr./Mrs./Ms. Contract Signatory,

This letter shall serve as Notice of Award for the scope of services authorized under the pending Contract Between City and ***** for the above referenced project. Once fully executed by theCity of Santa Fe and recorded, a copy of the contract will be sent to you via e-mail along with a PurchaseOrder.

The City of Santa Fe Governing Body, at their meeting of *****, approved the Contract with***** in the amount of ***** dollars and ***** cents ($*****), inclusive of New Mexico Gross Receipts Tax, for the above referenced project.

The "Contract" sum is determined as follows:

| | |
|---|---|
| Base Bid: | $***** |
| Alternates: | $***** |
| Allowances: | |
| Surety: | $***** |
| NMGRT: | $***** |
| Contract Amount: | $***** |

Please submit the following required documents and information within ten (10) days of the receipt of thisnotice:

The required Bonds including:

Sealed original "Performance Bond" equal to one hundred percent (100%) of the"Contract" amount.

Sealed original "Labor and Materials Bond" or "Payment Bond" equal to one-hundred percent (100%) of the "Contract" amount.

A signed list of the proprietary names and the suppliers of principal items or systems ofmaterials and equipment proposed for the work.

A list signed by all Subcontractors proposed for the principal portions of the work. (SeeNMDWS requirements.)

Completed NMDWS Statement of Intent to Pay Prevailing Wages form(s) (within 10 days after receiving the NMDWS Notice of Award).

Comprehensive Project Schedule based on the TBD calendar day Substantial Completion deadline. This Schedule will subject to review and modification by the City dependent upon the contract administrative approvals and recording timeline and the Purchase Order approvaltimeline after City Council approval.

A list and justifications for any items that cannot be provided within the "Contract" time. Ifaccepted by the City, these items will not be required to achieve substantial completion,but must be completed within an extended deadline established by the Contractor at this time.

Failure to comply with these conditions within the specified time will entitle the City to consider the Contract abandoned, and to annul this "Notice of Award".

A Purchase Order will be issued to you with the Official Notice-to-Proceed to follow as soon as possible.Please reference this PO number on future correspondence and invoices.

Congratulations! We look forward to working with your company on this essential project!

***** Project Administrator Name
City of Santa Fe, Deptartment
(505) 955- *****
***** email

xc: Public Utilities Department
DirectorWater Division Director
Chief Procurement Officer
TBD Project Sponsor Department Directors
TBD Stakeholders

SAMPLE

# City of Santa Fe

**OFFICIAL NOTICE-TO-PROCEED**

***** Mr./Mrs./Ms. Name of Contract
***** SignatoryContractor Address
***** City, State ZIP
***** Telephone

**CIP Project Number 39115**
**Project: Canyon Road Water Treatment Plant**
**Flocculation and Sedimentation Improvements**

Dear ***** Mr./Mrs./Ms. Name of Contract Signatory,

On ***** the City Council approved the scope of services authorized under the Contract between City and ***** for the above referenced project. This letter shall serve as official Notice-to-Proceed with the scopeof services described in the contract. The contract sum of ***** dollars and ***** cents ($*****) inclusive of New Mexico Gross Receipts Tax is based on the Contractor's Bid dated *****. A purchase order in that amount is attached along with the recorded contract.

Based on the date of issuance of this Notice, the services start date of *****, and the (*****) calendar day time limit, the entire work under this Contract shall be Substantially Completed by *****, after which time liquidated damages as outlined in the contract will apply, unless time extensions are approved by change order.

Please acknowledge receipt of this notice on the next page and return a signed copy to the City of SantaFe, Dept, 801 W. San Mateo Rd, Santa Fe, NM 87505, Attention: Project Administrator Name or e-mail to TBD@santafenm.gov.

We look forward to working with your company on this vital project!

Sincerely,

_____ _____

Project Administrator Facilities Division Director

SAMPLE

Attachments: ***** Recorded ABOC,

Purchase Order Receipt Acknowledged:

_____

_____

SAMPLE

xc: Public Utilities
Department Director
Water Division
Chief Procurement Officer
TBD Project Sponsor
Department Directors TBD
Stakeholders
Project/Book file

# URGENT_Purchasing_Memo_FlocSed

Final Audit Report 2025-08-18

| | |
|---|---|
| Created: | 2025-08-13 |
| By: | Kristy Miera (kamiera@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAL2nfRzHU59rSI904pszMZejbeXGIjgBR |

## "URGENT_Purchasing_Memo_FlocSed" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-08-13 - 5:00:16 PM GMT- IP address: 63.232.20.2

Document emailed to jmmontoya@santafenm.gov for signature
2025-08-13 - 5:14:17 PM GMT

Restricted visibility Email viewed by jmmontoya@santafenm.gov
2025-08-13 - 7:22:39 PM GMT- IP address: 104.47.64.254

Signer jmmontoya@santafenm.gov entered name at signing as Jonathan Montoya
2025-08-13 - 7:22:53 PM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Jonathan Montoya (jmmontoya@santafenm.gov)
Signature Date: 2025-08-13 - 7:22:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2025-08-13 - 7:23:00 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2025-08-13 - 9:02:58 PM GMT- IP address: 174.244.16.134

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2025-08-13 - 9:20:44 PM GMT - Time Source: server- IP address: 174.244.16.134

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
2025-08-13 - 9:20:49 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-08-13 - 9:22:05 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-08-13 - 9:22:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to ralovatosanouvong@santafenm.gov for signature
2025-08-13 - 9:23:01 PM GMT

Restricted visibility Email viewed by ralovatosanouvong@santafenm.gov
2025-08-13 - 9:24:39 PM GMT- IP address: 104.47.64.254

Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong
2025-08-13 - 9:25:11 PM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-08-13 - 9:25:13 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
2025-08-13 - 9:25:18 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-08-14 - 4:12:00 AM GMT- IP address: 104.28.110.92

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-08-14 - 9:27:15 PM GMT - Time Source: server- IP address: 98.97.118.220

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-08-14 - 9:27:22 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-08-18 - 7:29:20 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-08-18 - 7:37:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-18 - 7:37:45 PM GMT

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

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


**DATE:** **August 20, 2025**

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

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

**VIA:** **Paulette Ortiz, Grant Administrator** PO
Erika Lujan

---

**ITEM AND ISSUE:**

Request For Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-26-01 in the Amount of $1,000,000 for Rural Air Service Enhancement.

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 to Increase Grants and Services using New Mexico Department of Transportation Aviation Division Funding for the Rural Air Service Enhancement.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Paulette Ortiz Grant Administrator, pkortiz@santafenm.gov)

**BACKGROUND AND SUMMARY:**

The New Mexico Department of Transportation Aviation Division has awarded Grant # SAF-26-01 in the Amount of $1,000,000 for Rural Air Service Enhancement.

**ACTION:**

Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-26-01 in the Amount of $1,000,000 for Rural Air Service Enhancement.

1. Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 to Increase Grant and Services using New Mexico Department of Transportation Aviation Division Funding for the Rural Air Service Enhancement.

**COMMITTEE REVIEW:**

Public Works & Utilities: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Airport | 8/20/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Grants and Services | 5456050 | 572960 | AIR2654522 | 1,000,000 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NMDOT | 5456050 | 490150 | AIR2654522 | (1,000,000) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

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

NMDOT Grant SAF-26-01 was awarded to Santa Fe Regional Airport for Rural Air Serivce Enhancement Program.

This Grant was awarded as revenue guarantee grant for an airline to start services to LAX. Should the selected company,

American Airlines, nit generate expected revenue, this money will be provided to them.

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

Kelly Bynon — 8/20/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Aug 21, 2025

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

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140



# NEW MEXICO DEPARTMENT OF TRANSPORTATION

## RURAL AIR SERVICE ENHANCEMENT GRANT AGREEMENT

| | |
|---|---|
| Project No. | SAF-26-01 |
| Contract No. | |
| Vendor No. | 0000054360 |

This AGREEMENT is between THE CITY OF SANTA FE (Sponsor) and the State of New Mexico, acting through the Department of Transportation Aviation Division (Division), for the purpose of carrying out the provisions of NMSA 1978, Section 64-1-13.1, of the Aviation Act ( "Act") and the Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.).

### RECITALS

WHEREAS, pursuant to NMSA 1978, Section 64-6-1 and Rule 18 NMAC 11.3 the Division is responsible for administering the Rural Air Service Enhancement program (RASE) to support regional air transportation services; and,

WHEREAS, THE CITY OF SANTA FE (Sponsor) has requested a grant to participate in the Rural Air Service Enhancement Program.

THEREFORE, in consideration of the covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

**SECTION ONE - PURPOSE:**

The purpose of this Agreement is to provide a grant to the Sponsor to support regional air transportation services (Project) pursuant to the Rural Air Service Enhancement Program and to state the terms, conditions, and mutual understandings of the Parties to this Agreement. Attached as Exhibit A is the (Project) procurement cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

**SECTION TWO - PROJECT FUNDING:**

1. The Division agrees to pay as the State's share 90 % of the Sponsor's allowable costs for operation of the procured air service.

2. The maximum obligation of the Division under this Grant Agreement shall be $ 1,000,000 . The Sponsor shall be responsible for any sums that exceed this amount.

**SECTION THREE – METHOD OF PAYMENT - REIMBURSEMENT:**

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed by the Division to the Sponsor on a form provided by the Division. Interim reimbursement requests shall include the form provided by the Division requesting the amount and be accompanied by invoices paid by the Sponsor and proof of payment by the Sponsor for the invoices. Proof of payment may be canceled checks or formal ledger entries.

**SECTION FOUR - SPONSOR SHALL:**

1. Assume responsibility for the performance of the purpose as described in SECTION ONE.

2. Provide a representative from its organization who shall serve as the single point of contact for the Division.

3. Make no changes in purpose of the (RASE) Project without written approval of the Division.

4. Ensure that airline services are cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

5. Ensure that aircraft, services and operations in the Project conform to the most up to date safety standards prescribed by the Federal Aviation Administration to the fullest extent required by law, require the procured airline to indemnify and hold harmless the Sponsor and the State of New Mexico for all claims, damages, and liability or potential liability (including but not limited to attorney fees, court costs and the cost of appellate proceedings) arising out

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

of or resulting from the negligent, act, errors or omissions of the airline, its agents, subcontractors, or employees in the operation of the procured air service.

6. Take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Grant Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Grant Agreement. The Sponsor shall obtain the approval of the Division as to any determination of the amount of the State share of such funds. It shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.

7. The Sponsor's acceptance of the Offer, and ratification and adoption of the terms and conditions contained herein shall be evidenced by execution of this Grant Agreement, constituting the contractual obligations and rights of the Division and the Sponsor with respect to the accomplishment of the Project in accordance with all of the State's applicable laws and rules and in compliance with the assurances and conditions as provided herein. This Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and upon complete execution of this Agreement by all parties.

**SECTION FIVE - COMPLIANCE WITH LAW:**

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein.

**SECTION SIX - EQUAL OPPORTUNITY COMPLIANCE:**

The Sponsor 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Sponsor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age, or handicap be excluded from employment with or participation in, be denied the

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Sponsor is found to be not in compliance with these requirements during the life of the Agreement the Sponsor agrees to take appropriate steps to correct these deficiencies.

**SECTION SEVEN – CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:**

The Division and Sponsor shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Division and Sponsor further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of1987, the New Mexico Human Rights Act, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR 60). Accordingly 49 CFR 21 is applicable to this Agreement and incorporated herein by reference.

**SECTION EIGHT - THIRD PARTY BENEFICIARY CLAUSE:**

This Agreement 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 for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION NINE - NEW MEXICO TORT CLAIMS ACT:**

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

**SECTION TEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to this Agreement for a minimum of three (3) years after final payment under this Agreement. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

**SECTION ELEVEN - AUTHORIZATION OF EXPENDITURES:**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

**SECTION TWELVE - TERMINATION:**

This Agreement shall expire two years from the date of execution by all parties hereto. Neither party shall have any obligation under this Agreement after said date. If the Sponsor fails to comply with any provisions of this Agreement the Division has the option to terminate this Agreement. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

**SECTION THIRTEEN - TERMS OF THIS AGREEMENT:**

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 understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

**SECTION FOURTEEN - EXECUTION OF AGREEMENT:**

The Agreement shall not take effect until executed by all of the parties hereto.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

**SECTION FIFTEEN - SEVERABILITY:**

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

**SECTION SIXTEEN - AMENDMENT:**

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

**IN WITNESS WHEREOF** , the Parties hereto have executed this Agreement the day and year hereinafter first written.

Recommended by AVIATION DIVISION

By: _____
Director or Designee

Date: _____

Approved by the NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency By the Department's Office of General Counsel

By: Signed by: John Newell Deputy General Counsel C750CEC1625D488... _____
Assistant General Counsel

Date: 07/30/25

Alan Webber
Name of Sponsor

By: _____
Sponsor's Designated Official Representative

Title: Mayor

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 19, 2025 13:39:26 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140



# ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

| | | |
|---|---|---|
| ☑ | Attachment A | Proposal Cover Page, Declaration & Checklist |
| ☑ | Attachment B | Campaign Contribution Disclosure Form |
| ☑ | Attachment C | Conflict of Interest |
| ☑ | Attachment D | Non-collusion Affidavit |
| ☑ | Attachment E | Key Personnel Lead Form |
| ☑ | Attachment F | Project Cost Proposal Form |
| ☑ | Attachment G | Project Capability Submittal (LE, RA, VA) Checklist and Format |
| ☑ | Attachment G (1) | Level of Expertise (LE) Plan & Mandatory Specifications |
| ☑ | Attachment G (2) | Value Added (VA) Plan |
| ☑ | Attachment H | Reference List |

25162
RFP #

(682) 278-1741
Phone Number

American Airlines
Company Name

1 Skyview Dr.
Mailing Address

13-1502798
FEIN

Ft. Worth, TX 76155 USA
City and Country

NMBTIN (fka CRS)

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

| | A<br>Contractually Obligate | B<br>Negotiate* | C<br>Clarify/Respond to Queries* |
|---|---|---|---|
| **Name** | Brian Znotins | Mitch Goodman | Mitch Goodman |
| **Title** | Sr. Vice President | Sr. Manager | Sr. Manager |
| **Email** | Brian.znotins@aa.com | Mitchell.goodman@aa.com | Mitchell.goodman@aa.com |
| **Telephone** | (682) 278-6458 | (682) 278-1741 | (682) 278-1741 |

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

__X__ No subcontractors will be used in the performance of any resultant contract, OR
__ The following subcontractors will be used in the performance of any resultant contract:

_____

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____

(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following**:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _May 30_____, 2025____

Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above*.)

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** _____

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

**--OR—**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature

5/30/25
Date

Sr. Manager
Title (Position)

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

***Complete, sign, and return with your proposal.***

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _Mitchell Goodman_____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

This statement must be fully completed and signed by an authorized representative.

Company Name: American Airlines

Authorized Representative/Title: Sr. Manager

Phone Number: (682) 278-1741

Fax Number: N/A

Email Address: mitchell.goodman@aa.com

Signature:

Date: 5/30/25

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT D - NON-COLLUSION AFFIDAVIT

***Complete, sign, and return with your proposal.***

I hereby affirm that: I am the Sr. Manager (insert title) and the duly authorized representative of American Airlines (insert organization's name) whose address is 1 Skyview Dr. Ft. Worth, TX 76155. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name Mitchell Goodman

Title Sr. Manager, Network Planning

Date 5/30/25

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT E – KEY PERSONNEL LEAD FORM

**Offeror Key Personnel Lead:** Mitchell Goodman

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT F - PROJECT COST PROPOSAL FORM

Offerors should complete all applicable sections of this Cost Proposal Form. The figures and information submitted herein are for informational purposes only and shall not be considered in the evaluation or scoring of proposals.

**Section 1: Requested Financial Support**

| Cost Element | Description | Amount (USD) |
|---|---|---|
| Minimum Revenue Guarantee (MRG) | Requested total MRG for the first 12 months of service | $1,800,000 |
| Marketing & Advertising Support | Requested contribution toward promotional campaigns (joint or separate) | $50,000 |
| Fee Waivers | Estimated value of airport landing fees, gate fees, etc., requested to be waived | $142,387 |
| Ground Handling/Station Costs | Any station startup or staffing costs requested to be covered by the City | $0 |
| Other (specify): _____ | _____ | $0 |
| Total Requested Support | Sum of all above costs | $1,992,387 |

**Section 2: Airline Contributions**

| Cost Element | Description | Amount (USD) |
|---|---|---|
| Airline Investment | Amount the airline is contributing to startup operations | $_____ |
| Marketing Match | Funds airline will contribute toward cooperative marketing | $0 |
| Aircraft/Operations Support | Airline's internal funding for aircraft deployment and operational readiness | $9,475,127 |
| Other Contributions (specify): _____ | _____ | $_____ |
| Total Airline Contributions | | $9,475,127 |

**Section 3: Operational Assumptions**

| Item | Details |
|---|---|
| Aircraft Type | CRJ-700 |
| Seat Capacity per Flight | 65 |
| Weekly Round Trips Proposed | 10 oneway departures; 5 round trips. Minimum. |
| Proposed Start Date | 10/6/25 |
| Average Fare (Estimate) | $161 |
| Break-even Load Factor | 75 % |
| Expected Load Factor (Year 1) | 60 % |

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

| Item | Details |
|---|---|
| Total Passengers Forecast (Year 1) | 28,470 |

**Section 4: Cost Narrative and Justification**

Please attach a brief narrative (1–2 pages) describing:

- The rationale behind requested support levels
- The methodology used to calculate revenue and passenger estimates
- Risk-sharing strategies between the airline and the City
- How funding will be used to ensure long-term service sustainability

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) included? ☑ Yes ☐ No
2. Do you understand that the contents of PC Submittal will become part of the Contract? ☑ Yes ☐ No
3. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☑ Yes ☐ No

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT G (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List,** with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** for this section.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror's Project Performance** column.

***Note: the instructions above may be deleted from this form to allow for more room to respond.**

**Performance Metrics**

| Requirement | City of Santa Fe Sample | Offeror's Project Performance | Ref # |
|---|---|---|---|
| # of years in operation | 5 | 99 | N/A |
| # of commercial flight contracts with regional airports nationwide | 5 | 10 | 1 |
| # of commercial flight contracts in New Mexico | 1 | 0 | N/A |

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H.**

**Additional Project Performance Metrics (Optional)**

| Additional Project Performance Criteria | Offeror's Project Performance | Ref # |
|---|---|---|
| | | |
| | | |
| | | |

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# MANDATORY SPECIFICATIONS

In addition to completing the table above, Offerors are expected to provide clear, concise, and comprehensive responses to each mandatory specification below. The evaluation committee will score each criterion according to its relevance, quality, feasibility, and alignment with the objectives of the RFP. (Add additional pages as needed)

1. Executive Summary
2. Proposed route(s), schedule, and aircraft type
3. Service start-up plan and timeline
4. Airline qualifications and operating authority
5. Marketing and community engagement plan
6. Experience with similar markets and partnerships
7. Key performance indicators (KPIs) and success benchmarks

**Evaluation Criteria:**

1. **Executive Summary** – Offeror clearly identifies the proposal intent, key offerings, and value proposition

2. **Proposed Route(s), schedule, and aircraft type** – Offeror clearly demonstrates understanding of the service area, community needs and aircraft requirements.

3. **Service start-up plan and timeline** – Offeror identifies a realistic and detailed implementation timeline.

4. **Airline qualifications and operating authority** – Offeror clearly identifies regulatory compliance, safety record, operational capacity, and demonstrated capability to operate the proposed service.

5. **Marketing and Community Engagement Plan** – Offeror clearly identifies marketing plan, including strategies to stimulate demand, target key demographics, coordinate with local tourism partners, and use grant-funded promotion effectively.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

6. **Experience with similar markets and partnerships** – Offeror clearly identifies relevant past experience operating in markets of similar size, demographics, geographic challenges, or service objectives, as well as their effectiveness in forming and sustaining partnerships.

7. **Key performance indicators (KDI's) and success benchmarks** – Offeror clearly describes the relevance of KPIs to the proposed service and operational goals

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template.**
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City.** The value-added claims should be prioritized (identify the most important claims first).
- The Offeror may add Value Added Claim rows to the table template
- Information supported by an indicated reference should have a corresponding reference listed in Attachment H: Reference List.
- Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

| # | Value Added | Cost | Delay | Impact | Ref # |
|---|---|---|---|---|---|
| 0 | Example: Add something that is a good example of cutting edge in this industry: blockchain, AI, security, will get the project done more quickly, etc. | 5% | 0 | Increased cost by 5% | 1 |
| 1 | [Enter Description] | [Enter Cost/%] | [Enter] | [Enter Impact] | [#] |
| 2 | [Enter Description] | [Enter Cost/%] | [Enter] | [Enter Impact] | [#] |
| 3 | [Enter Description] | [Enter Cost/%] | [Enter] | [Enter Impact] | [#] |
| 4 | [Enter Description] | [Enter Cost/%] | [Enter] | [Enter Impact] | [#] |
| 5 | [Enter Description] | [Enter Cost/%] | [Enter] | [Enter Impact] | [#] |
| 6 | [Enter Description] | [Enter Cost/%] | [Enter] | [Enter Impact] | [#] |

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template.**
- The Reference List's "Ref #" should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City.
- Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

| Ref # | Client Name | POC Name | Email | Phone | Project Cost | Duration |
|---|---|---|---|---|---|---|
| 0 | Example :Client A | POC Name A | A@gmail.com | (###) ### - #### | $ 1,800,000 | 1/1/2020 - 5/1/2020 |
| 1 | ATW Airport (Appleton, WI) | Abe Weber | aweber@atwairport.com | - | $750,000 | 6/5/2024- 6/4/2025 |
| 2 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 3 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 4 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 5 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 6 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 7 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 8 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 9 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |
| 10 | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] | [Enter] |

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# ATTACHMENT J - DRAFT CONTRACT

**The draft included in this Attachment represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process. Draft Contract is attached separately.**

The City's contract with the selected contractor will follow the City's standard format and include the terms in the Draft Contract. The City reserves the right to negotiate additional provisions. The RFP and the awarded proposal will be incorporated into the final contract.

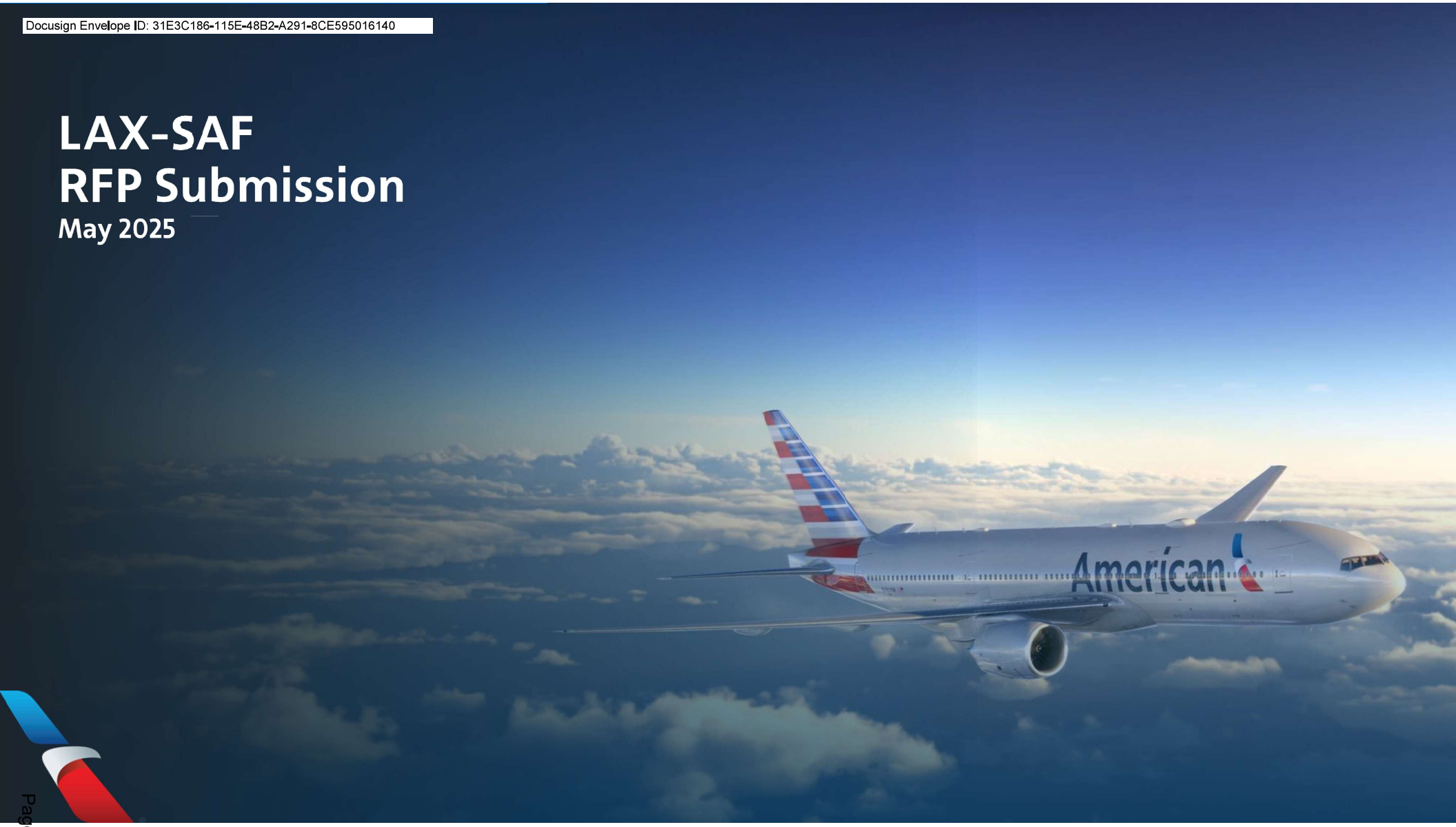
Exceptions to contract terms are discouraged and may lead to rejection if they are deemed conditional, deficient, or require significant revisions. If an Offeror proposes changes, they must provide a separate document called Contract Edits, cite the specific sections of the Draft Contract they wish to modify, provide alternative language, and justify the proposed changes. General references to the Offeror's terms or complete substitutions of the Draft Contract are not allowed and will result in disqualification.

Offerors must submit any proposed modifications with their proposal, clearly identifying the affected sections of the Draft Contract. If no changes are proposed before selection, the Offeror agrees to the contract terms as stated. Contract negotiations will only address terms proposed during the RFP process and will not allow further amendments to the proposal.

American has submitted a draft contract template that is used for minimum revenue guarantees. The draft contract the City proposed does not contemplate many necessary details on calculation for the MRG, flight revenue, and operating specifics. American's draft contract address these items. It is attached as a separate document for review and iteration. American proposes that the City and American work to negotiate a contract suitable to both parties.

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# LAX-SAF
# RFP Submission
## May 2025



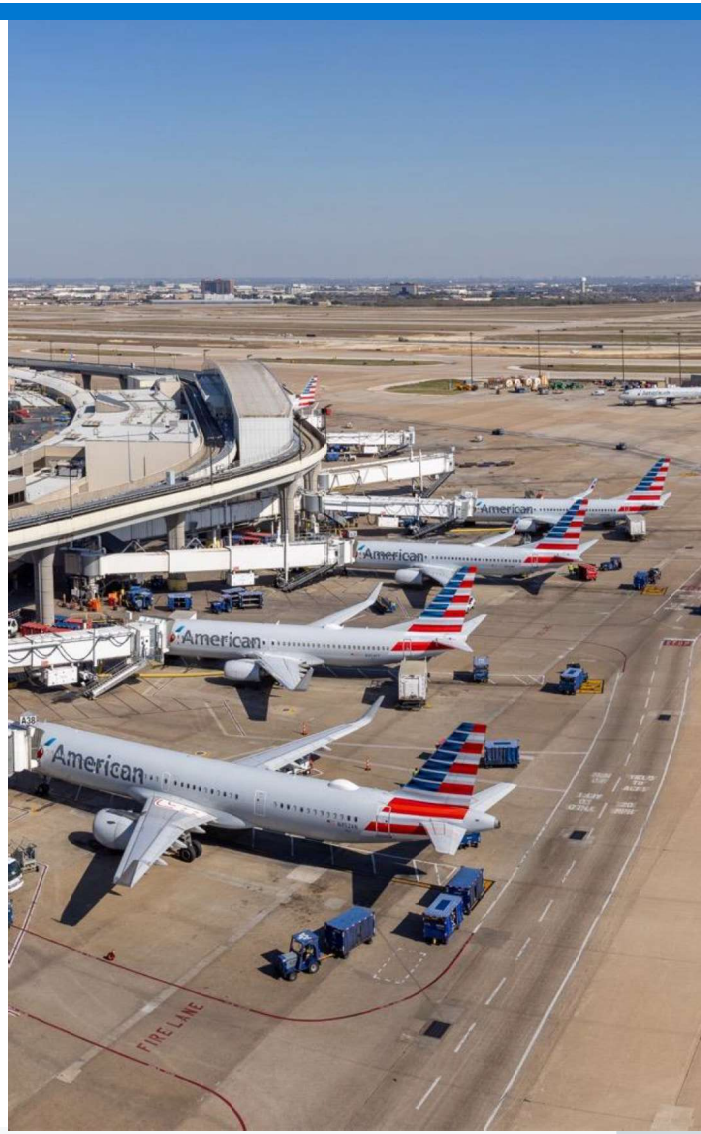
Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# American offers the nation's leading network

**350+ Destinations**

**30,000 O&Ds**
**20% more** than nearest competitor

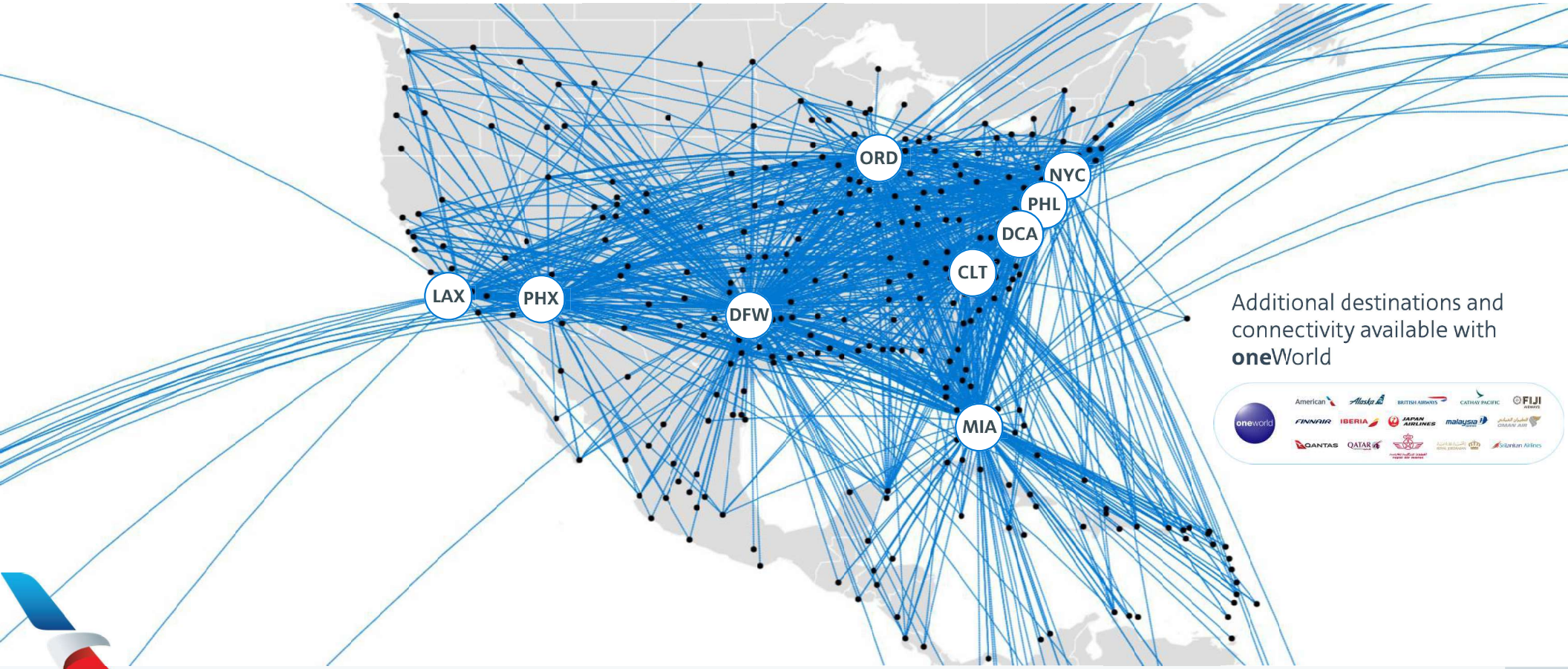
**840,000 Daily Seats**
**9% more** than nearest competitor




Source: Diio Mi, June 2025 Schedule

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# With hubs providing ubiquity for domestic and international connectivity



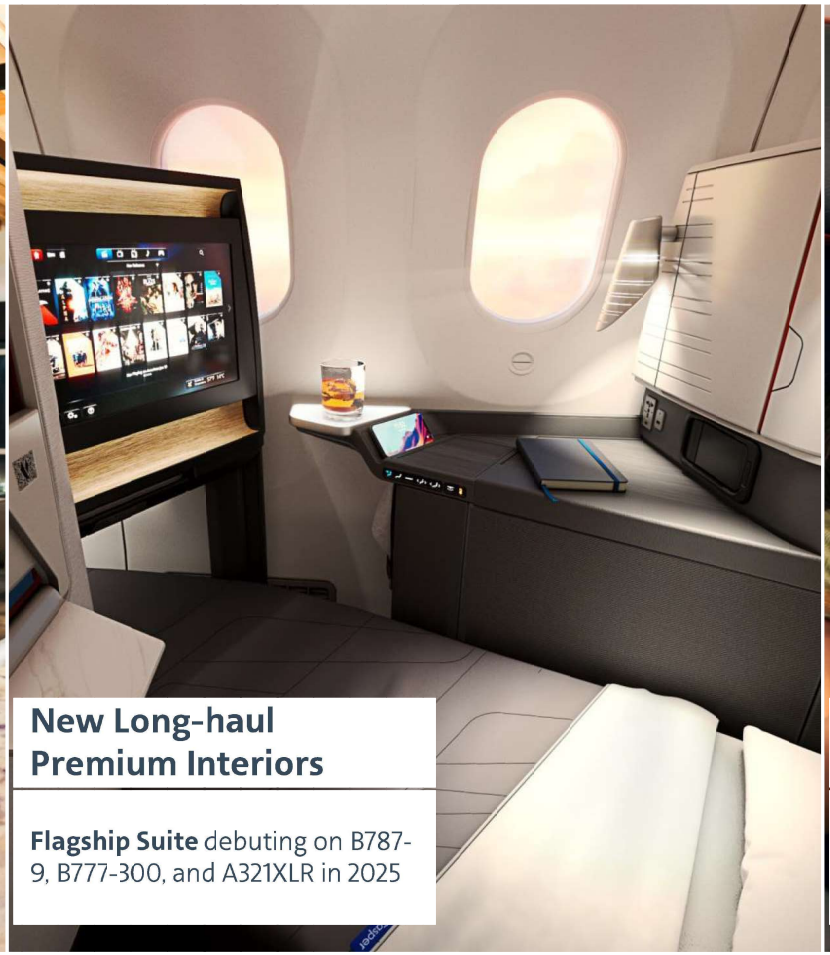

Additional destinations and connectivity available with **one**World

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# Extensive network is complemented by a customer-centric mindset with recent investments in a better journey

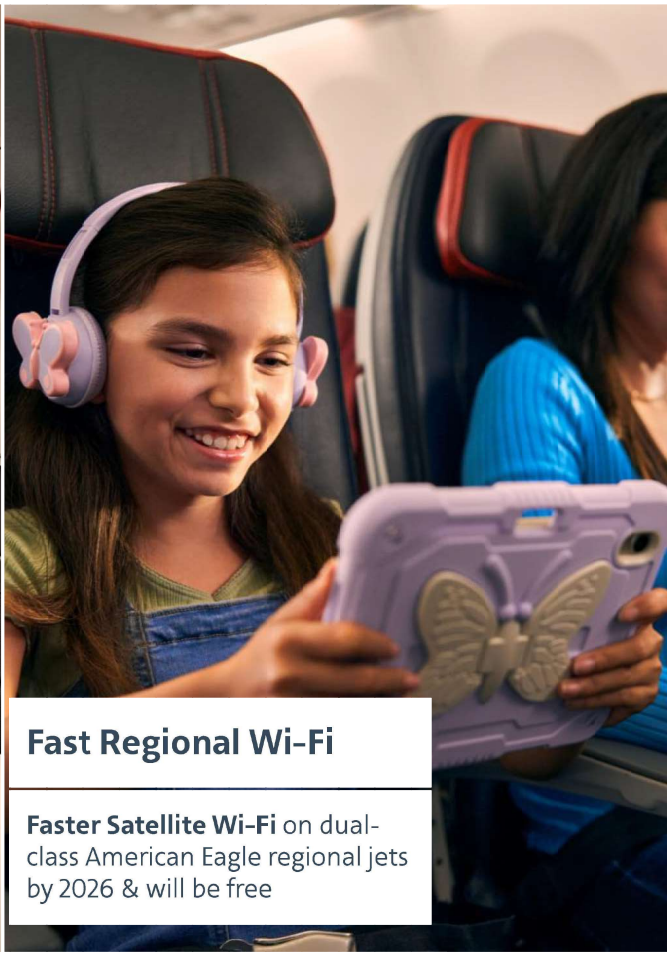
## New & Refreshed Clubs

Continued investment in **Admirals Club** and **Flagship Lounge** experiences



## New Long-haul Premium Interiors

**Flagship Suite** debuting on B787-9, B777-300, and A321XLR in 2025



## Fast Regional Wi-Fi

**Faster Satellite Wi-Fi** on dual-class American Eagle regional jets by 2026 & will be free

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

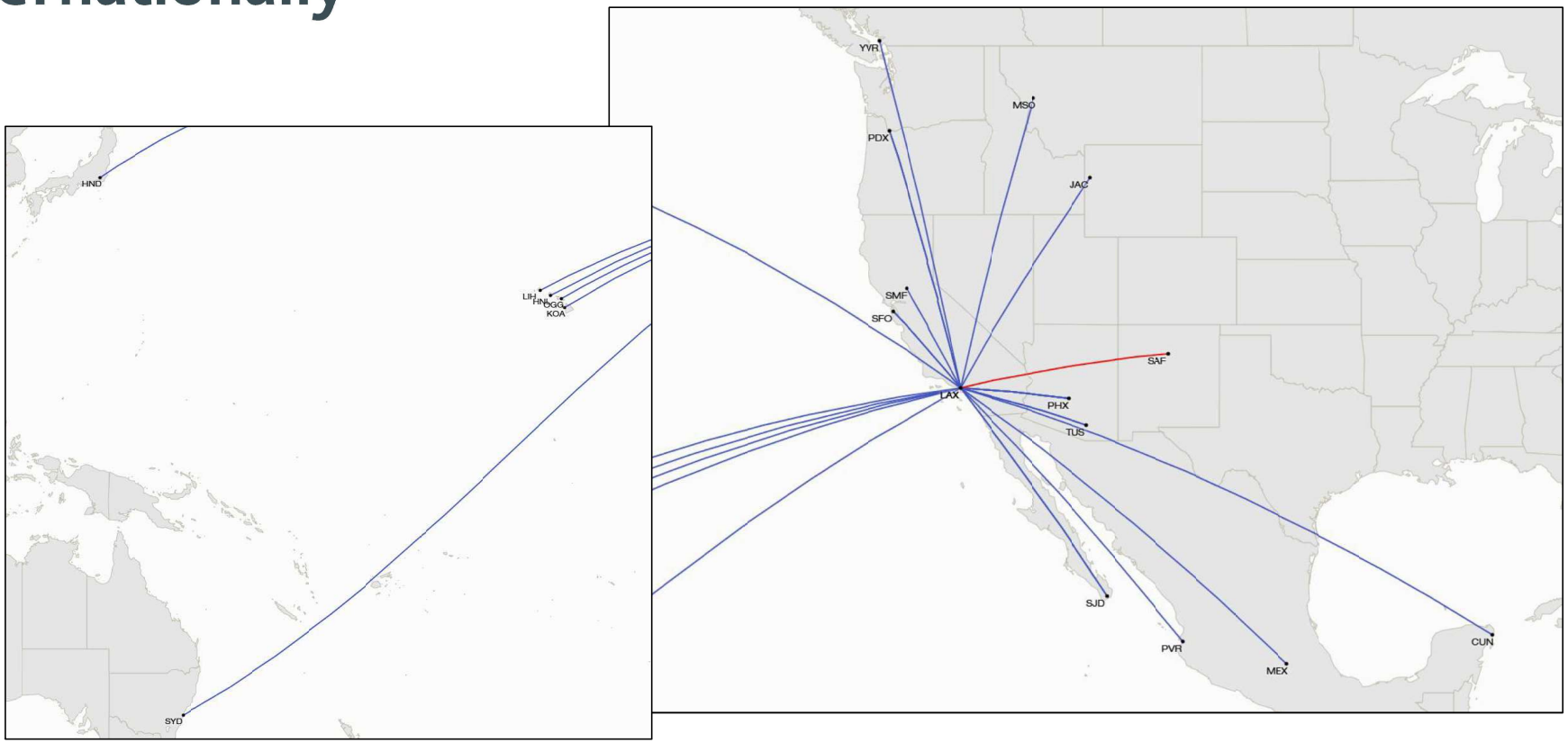
# Proposal: AA would plan to operate LAX-SAF as a day turn on a CRJ-700

- This pattern would be similar to other markets where AA has found success, such as LAX-MSO or LAX-JAC
- American will initially load the schedule for daily service starting in October 2025
- Based on incoming bookings during weaker periods of the year, American may reduce service on poor days of week such as Tuesday or Wednesday in certain months. However, American will always maintain a minimum of 5 daily flights per week during the MRG contract term.

| Dep Airport | Dep Time | Arv Airport | Arv Time | Equip |
|---|---|---|---|---|
| LAX | 12:45 | SAF | 15:50 | CRJ-700 |
| SAF | 16:20 | LAX | 17:30 | CRJ-700 |

Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

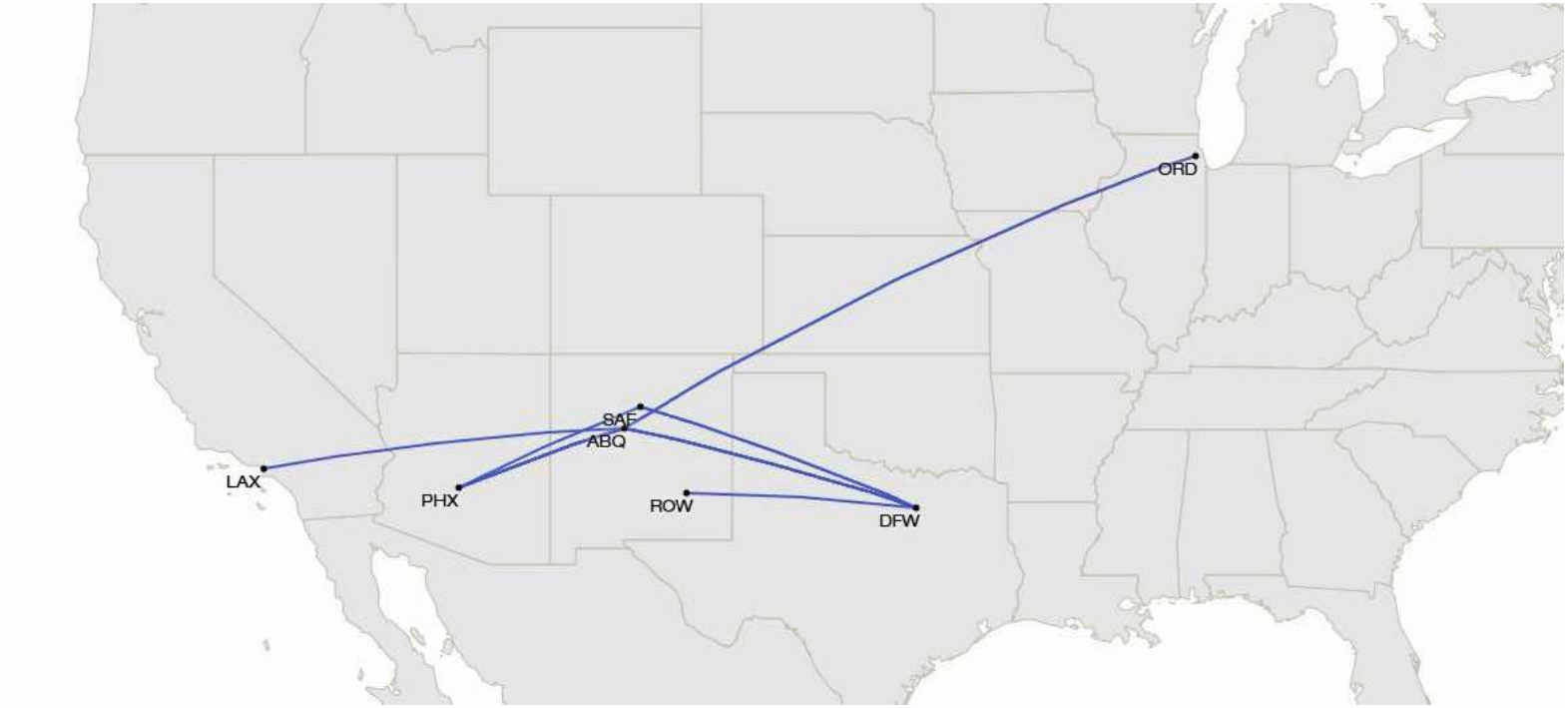
# The trip would not only be well timed for local demand, but connect to AA's LAX network both domestically and internationally



Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# AA has a proud history of serving the state of New Mexico

- AA currently serves three markets in New Mexico, ABQ, ROW, SAF, across four different hubs



Docusign Envelope ID: 31E3C186-115E-48B2-A291-8CE595016140

# MRG agreements help lower the risk for AA, but we are only interested in markets we think can be successful long-term

- AA currently operates over 10 markets with minimum revenue guarantee subsidies, but have several more markets that started with a minimum revenue guarantee but no longer require the subsidy
- We view SAF as a long-term piece of our LAX network. The guarantee lowers our risk and assists with new market ramp up

## Certificate Of Completion

Envelope Id: 31E3C186-115E-48B2-A291-8CE595016140
Status: Sent
Subject: Complete with Docusign: SAF-26-01 - RURAL AIR SERVICE ENHANCEMENT PROGRAM.pdf
Source Envelope:
Document Pages: 32
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Daniel Moran
AutoNav: Enabled
1120 Cerrillos Rd.
EnvelopeId Stamping: Enabled
Santa Fe, NM 87505
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Dan.Moran@dot.nm.gov
IP Address: 164.64.74.26

## Record Tracking

Status: Original
7/21/2025 12:27:49 PM
Holder: Daniel Moran
Dan.Moran@dot.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Transportation
Location: Docusign

| Signer Events | Signature | Timestamp |
|---|---|---|
| John Newell<br>johnp.newell@dot.nm.gov<br>Deputy General Counsel<br>NMDOT<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | Signed by:<br> <br>C750CEC1625D488...<br><br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 164.64.74.23 | Sent: 7/21/2025 12:38:54 PM<br>Viewed: 7/30/2025 10:30:06 AM<br>Signed: 7/30/2025 10:30:31 AM |
| Alan Webber<br>amwebber@santafenm.gov<br>Mayor<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 8/4/2025 4:09:58 PM<br>ID: 0136f0f2-1816-4470-887c-60495588a4b0 | | Sent: 7/30/2025 10:30:33 AM<br>Viewed: 8/4/2025 4:09:58 PM |
| Jessi Litz-Rowden<br>jessi.litz-rowden@dot.nm.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Ricky Serna<br>Ricky.Serna@dot.nm.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| 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 |
|---|---|---|

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Kevin Nault

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**Electronic Record and Signature Disclosure:**
Accepted: 8/6/2024 8:20:07 AM
ID: 1defca10-114d-4980-882c-3621dc2a5eb4

Kelly Bynon

kabynon@santafenm.gov

Security Level: Email, Account Authentication (None)

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

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| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
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| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to 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 limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you 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 us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to 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 our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact New Mexico Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Daniel.Garcia@doit.nm.gov

**To advise New Mexico Department of Transportation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Daniel.Garcia@doit.nm.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from New Mexico Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

**Signature:** ERIKA LUJAN
ERIKA LUJAN (Aug 21, 2025 08:44:17 PDT)

**Email:** evlujan@santafenm.gov

**Signature:**

**Email:** asalazar@santafenm.gov

**Signature:**

**Email:** ekoster@ci.santa-fe.nm.us

# Signed Memo and signed BAR

Interim Agreement Report 2025-08-25

| | |
|---|---|
| Created: | 2025-08-21 |
| By: | BRITTANY GURULE (bsgurule@santafenm.gov) |
| Status: | Out for Signature |
| Transaction ID: | CBJCHBCAABAAh7Vlj-CSQmzmnkiz-LpoQfrCnhq3vRqa |

## 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.

## "Signed Memo and signed BAR" History

Document created by BRITTANY GURULE (bsgurule@santafenm.gov)
2025-08-21 - 3:41:31 PM GMT- IP address: 63.232.20.2

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2025-08-21 - 3:42:50 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-08-21 - 3:43:31 PM GMT- IP address: 174.234.214.162

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-08-21 - 3:44:17 PM GMT - Time Source: server- IP address: 174.234.214.162

Document emailed to Emily Oster (ekoster@ci.santa-fe.nm.us) for signature
2025-08-21 - 3:44:19 PM GMT

Email viewed by Emily Oster (ekoster@ci.santa-fe.nm.us)
2025-08-25 - 3:48:54 PM GMT- IP address: 52.244.179.71

Powered by Adobe Acrobat Sign

**Signature:** Andy Hopkins

**Email:** ajhopkins@santafenm.gov

**Signature:** Emily K. Oster

**Email:** ekoster@santafenm.gov

**Signature:**

**Email:** asalazar@santafenm.gov

# Signed Memo and signed BAR.

Final Audit Report 2025-08-25

| | |
|---|---|
| Created: | 2025-08-25 |
| By: | BRITTANY GURULE (bsgurule@santafenm.gov) |
| Status: | Canceled / Declined |
| Transaction ID: | CBJCHBCAABAAKDvk-ohpTCp27RatY88kf2No3rB96yVQ |

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2025-08-25 - 7:51:31 PM GMT

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2025-08-25 - 7:56:45 PM GMT- IP address: 104.47.64.254

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2025-08-25 - 7:57:28 PM GMT

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2025-08-25 - 10:04:05 PM GMT

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Decline reason: I believe this is for Andrea Phillips or Mark Scott not me, Andrea Salazar.
2025-08-25 - 10:29:51 PM GMT- IP address: 63.232.20.2

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**Signature:**

**Email:** asalazar@santafenm.gov

**Signature:**

**Email:** mscott@santafenm.gov

CITY OF SANTA FE

**Date:** August 8, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director RW (Aug 8, 2025 12:53:00 MDT)

**Subject:** Contract for On Call Small Roadway Trail and Sidewalk Construction

**Vendor Name:** GME General Building LLC

**Vendor Number:** **9810**

---

**ACTION:**
Request for Approval of a Construction Contract with GME General Building LLC in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

**CONTRACT NUMBER:**
The FY26 Munis Contract Number is 3260125

**BACKGROUND AND SUMMARY:**
This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This vendor, GME General Building, has completed many right of way projects for the City.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to the vendor as needs arise and funding is available.

**ATTACHMENTS:**
Construction Contract
Bid Sheet
Certificate of Insurance

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project Ledger No.: Various

Budget Officer/Designee: Andy Hopkins Date: 08/15/2025
Budget Officer Comment/Exceptions: _____

**PROCUREMENT METHOD:**
The procurement method used ITB#25120 for On Call Small Roadway Trail and Sidewalk Construction

Chief Procurement Officer (CPO)/Designee: _____ Date: 08/19/2025
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: _____

**Capital Asset or Project? ☒ Yes | ☐ No**
Project Ledger Number: Various
Approval: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (Aug 15, 2025 10:12:10 MDT) Title: Accounting Manager Date: 08/15/2025
Comment/Exceptions: _____

Item #: _____
Munis Contract #: _____
ITB # 25120

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **GME General Building 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**

The Contractor shall perform all the work required by the Contract Documents for On Call Small Roadway Trail and Sidewalk Construction (Bid #25120) as follows:

## STATEMENT OF WORK:

**Orders:**
Under the terms and conditions of Invitation to Bid number __25120_ ("ITB") and this contract, the City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The City's Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor's bid on the ITB, a cost summary, and a proposed schedule required to complete the assignment or task. project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The

Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

For any Task Order that requires paving of either more than 300 linear feet of lane paving or more than 1000 linear feet of sidewalk (including curb and gutter) Contractor is not authorized to proceed until Contractor receives both a signed Notice to Proceed and written approval from the City's Director of Public Works.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

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

Contractors with Other On-Call Contracts: Contractors currently awarded under separate City on-call paving contracts shall quote and be paid solely on the contract identified in the Task Order. Contractor may not transfer the Task Order to a different contract or adjust pricing based on bids submitted under this contract, unless the Public Works Director approves changing the contract used for pricing in writing. The City's Project Manager shall identify the contract by the City's Item Number or other unambiguous identifier on each Task Order.

**Price Adjustments:**
The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes 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 Director of Public Works' decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Ordershall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number

Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

**SPECIFICATIONS:**

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains (manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

To initiate work using this on-call contract, the City of Santa Fe shall provide contractor with a written scope of work and/or drawings generally defining the work to be performed for the Task Order. This document will include the City contact for the work. The Contractor shall respond with a quotation for work at a cost equal to or less than the pricing in this Price Agreement. Upon acceptance of the quotation, a Purchase Order would be issued indicating that the contractor is authorized to proceed with the work coordinating schedule with the City and permitting.

**Maintenance of Traffic**

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

**Storage of Materials**
The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

**Final Clean Up**
Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

**Compliance with Plans and Specifications**
The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

**Excavation and Coordination with Utilities**
The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify

and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work.

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

**Cooperation between Contractors**

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

**Inspection of Work**

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

**Removal of Unacceptable and Unauthorized Work**

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

**Maintenance During Construction**

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

**Failure to Maintain Project Area**
If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

**Project Closure**

Step I. Contractor Notice of Projected Substantial Completion Date
Step II. Project Inspection and Development of Punch List
Step III. Notice of Punch List Completion and Request of Final Inspection
Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.
The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

## Notice to Contractors

### 1. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

### 2. Cooperation with Utilities

2.1 For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

2.2 The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates.

An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

2.3 City Owned Facility Infrastructure Line Markings- If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

2.4 If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

2.5 Protection of Utility Infrastructure - Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

2.6 Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines

Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

**3. Restricted Work Hours**

3.1 Lane closures during peak hours (6 am to 9 am and 4 pm to 7 pm) shall be avoided whenever possible. At all times, access shall be provided to properties and businesses.

3.2 The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

**4. Performance and Payment Bond**

4.1 At the time of the bid, a bid bond is not required. However, prior to the issuance of any Contract Task Order greater than $60,000, the Contractor shall provide a performance and payment bond securing performance, labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City's Public Works Department within ten (10) working days after the issuance of a Purchase Order pursuant to a Contract Task Order. Failure to obtain the required bond will result in the Purchase Order being cancelled.

**5. Historic District Concrete Color**

5.1 All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected

"Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

5.2 For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

5.3 When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

5.4 The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made.

5.5 The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

## 6. Compaction, Material and Other Types of Testing

6.1 This work may consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each Contract Task Order.

6.2 Testing must be done by a commercial materials testing laboratory overseen and or operated by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

6.3 It will be the responsibility of the Contractor to schedule testing. The City shall be notified of the intended testing times.

6.4 Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

## 7. Mobilization

7.1 The City shall pay mobilization for each type of task on a per mile bases. The payment will be made for a one time, one way trip from the contractor's yard to the project site.

7.2 For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

## 8. Traffic Control Management

8.1 All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

8.2 Traffic control will be paid actual costs plus overhead.

8.3 Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

8.4 Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and street and sidewalk closures.

Local preference OK to use

Specs

Inset detectable warning surfaces only.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

***2.*** **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order request for quote is issued, the contractor will price work in with pricing in the contract or any amendments at the time.

**The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed five million, five hundred thousand dollars ( $5,500,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 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 **ten (10) years from date of final signature**.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor

may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

## 5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's task order 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 task order purchase 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 purchase 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 contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

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

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

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

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

All terms and conditions of the **ITB # 25046** 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

**22. Records and Financial Audit**

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

**23. Indemnification**

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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: Regina Wheeler, Public Works Director, 737 Agua Fria St, Santa Fe, NM 87501 rawheeler@santafenm.gov

To the Contractor: Erik Trujillo, GME General Building LLC,
3225 Richards LN Ste A, Santa Fe, NM 87507
ERIK@GMEGENERALBUILDING.COM

**28. Authority**

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

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial

Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the task order period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the
provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or
trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any
requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Erik Trujillo, Vice President

DATE: 07/10/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 10, 2025 16:39 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

**Bidder Instructions:**
**Items** - Bidders do not have the ability to add or delete items.
**Approx. Qty.** - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.
**UOM** (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the Comments.
**Article and Description** - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the Comments.
**Unit Price** - Bidders must provide pricing that conforms with the identified Unit Price.
**Comments** - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not

| Item # | Bid Item | Item description | Unit of Measure | Quantity | Unit Bid Price Written in *Numbers* (Dollar & Cents) |
|---|---|---|---|---|---|
| **1** | 201000 | Clearning and Grubbing (refer to Section 201, SSHB) | **L.S** | **1** | **$ 25,000.00** |
| **2** | 203000 | Unclassified Excavation | C.Y. | 1 | $ 25.50 |
| **3** | 203100 | Borrow | C.Y. | 1 | $ 28.50 |
| **4** | 203200 | Unsuitable Material Excavation (Sub-excavation) | C.Y. | 1 | $ 28.50 |
| **5** | 203205 | Sub-excavation & Re-compaction | C.Y. | 1 | $ 40.00 |
| **6** | 203211 | Unstable Subgrade Stabilization | S.Y. | 1 | $ 16.50 |
| **7** | 207000 | Subgrade Preparation (1-500 SY/IN) | S.Y./IN | 1 | $ 9.50 |
| **8** | 207000A | Subgrade Preparation (501-1,500 SY/IN) | S.Y./IN | 1 | $ 8.50 |
| **9** | 207000B | Subgrade Preparation (1,501+ SY/IN) | S.Y./IN | 1 | $ 7.50 |
| **10** | 208000 | Linear Grading | Mile | 1 | $ 2,500.00 |
| **11** | 209000 | Blading and Reshaping | Mile | 1 | $ 5,500.00 |
| **12** | 210000 | Excavation & Backfill for Major Structures | C.Y. | 1 | $ 650.00 |
| **13** | 210005 | Temporary Retaining Wall/Sloping | S.F. | 1 | $ 105.00 |
| **14** | 302000 | Process Placing & Compact Exterior Pavement | S.Y. | 1 | $ 7.50 |
| **15** | 303015 | Base Course (1-500 SY/IN) | S.Y./IN | 1 | $ 3.25 |
| **16** | 303015A | Base Course (501-1,500 SY/IN) | S.Y./IN | 1 | $ 3.25 |
| **17** | 303015B | Base Course (1,501+ SY/IN) | S.Y./IN | 1 | $ 3.75 |
| **18** | 303160 | Base Course 6" | S.Y. | 1 | $ 15.25 |
| **19** | 405000 | Detour Pavement Construction | S.Y. | 1 | $ 85.00 |
| **20** | 407000 | Asphalt Material for Tack Coat | Ton | 1 | $ 1,150.00 |
| **21** | 407000A | Fog Seal for Roadway | Ton | 1 | $ 1,400.00 |
| **22** | 407000B | Fog Seal for Trails | Ton | 1 | $ 1,750.00 |
| **23** | 408100 | Prime Coat Material | Ton | 1 | $ 1,150.00 |
| **24** | 411000 | Hot Poured Crack Sealing | LB | 1 | $ 4.50 |
| **25** | 411100 | Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks) | LB | 1 | $ 6.50 |
| **26** | 414000 | Cold Milling (Asphalt) (1-10,000 SY/IN) | S.Y./IN | 1 | $ 2.00 |
| **27** | 414000A | Cold Milling (Asphalt) (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $ 2.00 |
| **28** | 414000B | Cold Milling (Asphalt) (50,001+ SY/IN) | S.Y./IN | 1 | $ 1.75 |
| **29** | 414120 | Cold Milling (Asphalt) 2" | S.Y. | 1 | $ 2.00 |
| **30** | 403600 | Open Graded Friction Course Complete (5/8") | S.Y./IN | 1 | $ 195.50 |
| **31** | 403701 | Open Graded Friction Course Complete | Ton | 1 | $ 195.50 |
| **32** | 416000 | Minor Pavement | S.Y./IN | 1 | $ 19.50 |
| **33** | 416107 | Minor Paving Type I, HMASP-III | S.Y. | 1 | $ 190.00 |
| **34** | 417000 | Miscellaneous Paving | S.Y. | 1 | $ 190.00 |
| **35** | 417100 | Asphalt Curb (6" Width) | L.F. | 1 | $ 95.00 |
| **36** | 423250 | HMA-SP-III Complete (1-10,000 SY/IN) | S.Y./IN | 1 | $ 16.00 |
| **37** | 426250A | HMA-SP-III Complete (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $ 17.00 |
| **38** | 426250B | HMA-SP-III Complete (50,001+ SY/IN) | S.Y./IN | 1 | $ 18.00 |
| **39** | 423283 | HMA SP-IV Complete | Ton | 1 | $ 190.00 |
| **40** | 423283A | HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN) | S.Y/IN | 1 | $ 16.00 |
| **41** | 423283B | HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN) | S.Y./IN | 1 | $ 17.00 |
| **42** | 423283C | HMA SP-IV Complete-6422 Oil (50,001+ SY/IN) | S.Y./IN | 1 | $ 18.00 |
| **43** | 451060 | Concrete Pavement – 6" (Complete-Replace in-kind dowelled & wire mesh) | S.Y./IN | 1 | $ 250.00 |
| **44** | 451080 | Concrete Pavement - 8" | S.Y. | 1 | $ 285.00 |
| **45** | 502030 | Drilled Shaft Foundation 30" D | L.F. | 1 | $ 300.00 |
| **46** | 511000 | Structural Concrete, CL A | C.Y. | 1 | $ 1,700.00 |
| **47** | 511500 | Concrete Patch Work (1/4" to ½" Thick) | S.F. | 1 | $ 250.00 |
| **48** | 511501 | Stucco (Color Determined by Project) | S.F. | 1 | $ 15.50 |
| **49** | 515000 | Reinforced Concrete for Minor Structures | C.Y. | 1 | $ 1,750.00 |
| **50** | 516000 | Flowable Fill | C.Y. | 1 | $ 275.00 |
| **51** | 531001 | Permanent Anti-Graffiti Protective Coat | S.F. | 1 | $ 10.50 |
| **52** | 540060 | Reinforcing Bars Grade 60 | LB | 1 | $ 2.25 |
| **53** | 541200 | Structural Steel for Miscellaneous Structures | LB | 1 | $ 3.50 |
| **54** | 543002A | Metal Railing, Type D | L.F. | 1 | $ 350.00 |
| **55** | 543002B | Metal Railing, Type W | L.F | 1 | $ 350.00 |
| **56** | 543002C | Metal Railing, Type Thrie | L.F. | 1 | $ 350.00 |
| **57** | 570012 | 12" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 65.00 |
| **58** | 570018 | 18" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 75.00 |
| **59** | 570024 | 24" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 85.00 |
| **60** | 570025 | 24" Culvert Pipe End Section | EACH | 1 | $ 950.00 |
| **61** | 570030 | 30" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 150.00 |
| **62** | 570031 | 30" Culvert Pipe End Section, Galvanized 14G | EACH | 1 | $ 1,800.00 |
| **63** | 570036 | 36" Culvert Pipe, Galvanized 12G | L.F. | 1 | $ 185.00 |
| **64** | 570037 | 36" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $ 2,200.00 |
| **65** | 570048 | 48" Culvert Pipe, Galvanized 12G | L.F. | 1 | $ 265.00 |
| **66** | 570049 | 48" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $ 4,800.00 |
| **67** | 570425 | 18" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $ 125.00 |
| **68** | 570429 | 18" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $ 600.00 |
| **69** | 570437 | 24" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $ 150.00 |
| **70** | 570441 | 24" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $ 950.00 |
| **71** | 571000 | 3/8" Diamond Plate | S.F. | 1 | $ 45.00 |
| **72** | 601000 | Removal of Structures and Obstructions (refer to Section 601, SSHBC) | L.S | 1 | $ 25,000.00 |
| **73** | 601110 | Removal of Surfacing | S.Y. | 1 | $ 3.65 |
| **74** | 602010 | Riprap Class B | C.Y. | 1 | $ 275.00 |
| **75** | 602030 | Riprap Class D | C.Y. | 1 | $ 275.00 |
| **76** | 602060 | Riprap Class G | C.Y. | 1 | $ 275.00 |
| **77** | 602200 | Gabions with rocks | C.Y. | 1 | $ 550.00 |
| **78** | 603100 | Temporary Soil Stabilant | ACRE | 1 | $ 850.00 |
| **79** | 603200 | Silt Fence | L.F. | 1 | $ 8.50 |
| **80** | 603220 | Check Dam Type I | L.F. | 1 | $ 85.00 |
| **81** | 603250 | Drop Inlet Protection Type I | EACH | 1 | $ 275.00 |
| **82** | 603251 | Drop Inlet Protection Type II | EACH | 1 | $ 275.00 |
| **83** | 603261 | Mulch Socks | L.F. | 1 | $ 6.50 |
| **84** | 603262 | Composted Mulch Socks | L.F. | 1 | $ 6.50 |
| **85** | 606000 | Metal Barrier W-Beam | L.F. | 1 | $ 75.00 |
| **86** | 606010 | Metal Barrier Thrie - Beam | L.F. | 1 | $ 150.00 |
| **87** | 606050 | Metal Barrier End Treatment (Anchorage) | EACH | 1 | $ 4,500.00 |
| **88** | 606051 | End Treatment TL-3 End Terminal | EACH | 1 | $ 6,500.00 |
| **89** | 606052 | End Treatment TL-2 End Terminal | EACH | 1 | $ 6,500.00 |
| **90** | 606054 | End Treatment Thrie - Beam End Anchor | EACH | 1 | $ 6,500.00 |
| **91** | 606499 | Post and Cable Barrier | L.F. | 1 | $ 75.00 |
| **92** | 607004 | Barbed Wire Fence 4' | L.F. | 1 | $ 12.50 |
| **93** | 607005 | Barbless Wire Fence 4' | L.F. | 1 | $ 12.50 |
| **94** | 607026 | Chain Link Fence 6' | L.F. | 1 | $ 105.00 |
| **95** | 607079 | Pedestrian/Bicycle Railing | L.F. | 1 | $ 275.00 |
| **96** | 607080 | Bike Racks | EACH | 1 | $ 1,300.00 |
| **97** | 607455 | Chain Link Gate, 8' X 8' | EACH | 1 | $ 1,450.00 |
| **98** | 608004 | Concrete Sidewalk 4", (1-100 SY) | S.Y. | 1 | $ 165.00 |
| **99** | 608004A | Concrete Sidewalk 4", (101-500 SY) | S.Y. | 1 | $ 155.00 |
| **100** | 608004B | Concrete Sidewalk 4" (501+ SY) | S.Y. | 1 | $ 145.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **101** | 608005 | Concrete Sidewalk 4" Colored (1-100 SY) | S.Y. | 1 | $ | 175.00 |
| **102** | 608005A | Concrete Sidewalk 4" Colored (101-500 SY) | S.Y. | 1 | $ | 165.00 |
| **103** | 608005B | Concrete Sidewalk 4" Colored (501+ SY) | S.Y. | 1 | $ | 155.00 |
| **104** | 608106 | Drive Pad 6" | S.Y. | 1 | $ | 165.50 |
| **105** | 608204 | Concrete Median Pavement 4" | S.Y. | 1 | $ | 165.50 |
| **106** | 608300 | Inset Detectable Warning | S.F. | 1 | $ | 65.00 |
| **107** | 608400 | ADA Ramp | S.Y. | 1 | $ | 4,500.00 |
| **108** | 608404 | Concrete Medium Pavement 4" (Colored & Patterned) | S.Y. | 1 | $ | 165.50 |
| **109** | 609200 | Header Curb | L.F. | 1 | $ | 45.00 |
| **110** | 609202 | 12"-18" Tall Cut-Off Wall | L.F. | 1 | $ | 45.00 |
| **111** | 609204 | Concrete Fillets (Valley Gutter Exclusive) | S.Y. | 1 | $ | 125.50 |
| **112** | 609318 | Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF) | L.F. | 1 | $ | 45.00 |
| **113** | 609318A | Concrete Sloped Curb and Gutter 6" X 18" (251+ LF) | L.F. | 1 | $ | 40.00 |
| **114** | 609318B | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF) | L.F. | 1 | $ | 50.00 |
| **115** | 609318C | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF) | L.F. | 1 | $ | 45.00 |
| **116** | 609324 | Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF) | L.F. | 1 | $ | 45.00 |
| **117** | 609324A | Concrete Sloped Curb and Gutter 6" X 24" (101+ LF) | L.F. | 1 | $ | 40.00 |
| **118** | 609324B | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF) | L.F. | 1 | $ | 50.00 |
| **119** | 609324C | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF) | L.F. | 1 | $ | 45.00 |
| **120** | 609412 | Concrete Vertical Curb & Gutter B 6"X12" | L.F. | 1 | $ | 45.00 |
| **121** | 609418 | Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF) | L.F. | 1 | $ | 45.00 |
| **122** | 609418A | Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF) | L.F. | 1 | $ | 40.00 |
| **123** | 609418B | Concrete Vertical Curb & Gutter B 6"X18", (251+ LF) | L.F. | 1 | $ | 40.00 |
| **124** | 609418C | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF) | L.F. | 1 | $ | 50.00 |
| **125** | 609418D | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF) | L.F. | 1 | $ | 45.00 |
| **126** | 609418E | Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF) | L.F. | 1 | $ | 40.00 |
| **127** | 609424 | Concrete Vertical Curb & Gutter B 6" X 24" | L.F. | 1 | $ | 45.00 |
| **128** | 609424A | Concrete Vertical Curb & Gutter B 6" X 24" **Colored** | L.F. | 1 | $ | 50.00 |
| **129** | 609430 | Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF) | L.F. | 1 | $ | 50.00 |
| **130** | 609430A | Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF) | L.F. | 1 | $ | 45.00 |
| **131** | 609430B | Concrete Vertical Curb & Gutter 6" X 30", (251+ LF) | L.F. | 1 | $ | 40.00 |
| **132** | 609430C | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF) | L.F. | 1 | $ | 55.00 |
| **133** | 609430D | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF) | L.F. | 1 | $ | 50.00 |
| **134** | 609430E | Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF) | L.F. | 1 | $ | 45.00 |
| **135** | 609600 | Concrete Valley Gutter and Fillet 6" X Variable Width | L.F. | 1 | $ | 165.50 |
| **136** | 609600A | Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width | L.F. | 1 | $ | 175.50 |
| **137** | 609624 | Concrete Valley Gutter 6" X 24" | L.F. | 1 | $ | 125.50 |
| **138** | 609649 | Concrete Valley Gutter 6" X 60" | L.F. | 1 | $ | 165.50 |
| **139** | 609706 | Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF) | L.F. | 1 | $ | 45.00 |
| **140** | 609706A | Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF) | L.F. | 1 | $ | 40.00 |
| **141** | 609706B | Concrete Laydown Curb and Gutter 6" X 24" (251+ LF) | L.F. | 1 | $ | 40.00 |
| **142** | 609706C | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF) | L.F. | 1 | $ | 50.00 |
| **143** | 609706D | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF) | L.F. | 1 | $ | 45.00 |
| **144** | 609706E | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF) | L.F. | 1 | $ | 40.00 |
| **145** | 609999 | Concrete Curb Returns (Complete) | S.Y. | 1 | $ | 125.00 |
| **146** | 617003 | Video Recording | L.S | 1 | $ | 800.00 |
| **147** | 618000A | Traffic Control Management (Major) | DAY | 1 | $ | 2,050.00 |
| **148** | 618000B | Traffic Control Management (Minor) | DAY | 1 | $ | 1,850.00 |
| **149** | 618011 | Public Awareness (refer to Section 618, SSHBC) | L.S | 1 | $ | 2,500.00 |
| **150** | 621000 | Mobilization Sidewalk Less than 100 feet long | MILE | 1 | $ | 4,000.00 |
| **151** | 621001 | Mobilization Sidewalk Greater than 100 feet long | MILE | 1 | $ | 4,000.00 |
| **152** | 621002 | Mobilization Pothole Patching | MILE | 1 | $ | 4,000.00 |
| **153** | 621003 | Mobilization Concrete or Asphalt Trail Repair | MILE | 1 | $ | 4,000.00 |
| **154** | 621004 | Mobilization Pavement Milling and Filling project | MILE | 1 | $ | 4,000.00 |
| **155** | 621005 | Mobilization Unpaved Trail Repair | MILE | 1 | $ | 4,000.00 |
| **156** | 623001 | Median Drop Inlet Type I (Urban) H=3'1" to 6'0" | EACH | 1 | $ | 18,000.00 |
| **157** | 623045 | Median Drop Inlet (Valley/U) H=3'1" TO 6'0" | EACH | 1 | $ | 25,000.00 |
| **158** | 623311 | Curb Drop Inlet Type 1-B to 4' | EACH | 1 | $ | 35,000.00 |
| **159** | 623405 | Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0" | EACH | 1 | $ | 18,000.00 |
| **160** | 623501 | Transverse Drop Inlet | EACH | 1 | $ | 15,500.00 |
| **161** | 623600 | Junction Box | EACH | 1 | $ | 4,500.00 |
| **162** | 623999 | Modify Existing Inlet | EACH | 1 | $ | 15,500.00 |
| **163** | 632000 | Class A Seeding | ACRE | 1 | $ | 15,000.00 |
| **164** | 632020 | Class C Seeding | ACRE | 1 | $ | 29,000.00 |
| **165** | 632100 | Manhole Extension | EACH | 1 | $ | 1,500.00 |
| **166** | 662300 | Tie to Existing Manhole | EACH | 1 | $ | 1,500.00 |
| **167** | 662400 | Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item) | EACH | 1 | $ | 1,400.00 |
| **168** | 662500 | Manhole Frame and Cover | EACH | 1 | $ | 1,500.00 |
| **169** | 663000 | Utility Relocations (refer to Section 663, SSHBC) | L.S. | 1 | $ | 15,000.00 |
| **170** | 663001 | Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC) | EACH | 1 | $ | 125,000.00 |
| **171** | 663110 | Remove & Relocate Fire Hydrant | EACH | 1 | $ | 8,250.00 |
| **172** | 663850 | Water Valve Adjustment | EACH | 1 | $ | 450.00 |
| **173** | 663855 | Adjust Valve Box to Grade | EACH | 1 | $ | 450.00 |
| **174** | 664000 | Landscape Complete (refer to Section 664, SSHBC) | L.S. | 1 | $ | 15,000.00 |
| **175** | 667110 | Mailbox Installation - Single | EACH | 1 | $ | 450.00 |
| **176** | 667209 | Crusher Fines | C.Y. | 1 | $ | 275.00 |
| **177** | 667210 | Landscape Gravel, (Santa Fe Brown) | S.Y./IN | 1 | $ | 105.00 |
| **178** | 667500 | Bollard | EACH | 1 | $ | 1,500.00 |
| **179** | 667501 | Parking Bumpers | EACH | 1 | $ | 350.00 |
| **180** | 667505 | Lay New Brick Sidewalk | S.Y. | 1 | $ | 225.00 |
| **181** | 667510 | Remove and Reset Brick Sidewalk | S.Y. | 1 | $ | 215.00 |
| **182** | 667515 | Litter Receptacle | EACH | 1 | $ | 1,050.00 |
| **183** | 667520A | Park Bench 6' | EACH | 1 | $ | 1,200.00 |
| **184** | 667520B | Park Bench 8' | EACH | 1 | $ | 1,500.00 |
| **185** | 701000 | Panel Signs | S.F. | 1 | $ | 40.00 |
| **186** | 701030 | Remove and Reset Panel Sign | EACH | 1 | $ | 850.00 |
| **187** | 701100 | Steel Post and Base Post for Aluminum Panel Signs | L.F. | 1 | $ | 38.50 |
| **188** | 701100 | Steel/Base Post for Aluminum Panel Signs | L.F. | 1 | $ | 22.50 |
| **189** | 702000 | Construction Signing | S.F. | 1 | $ | 25.00 |
| **190** | 702110 | Portable Sign Support | EACH | 1 | $ | 185.00 |
| **191** | 702320 | Vertical Panel | EACH | 1 | $ | 85.00 |
| **192** | 702610 | Portable Changeable Message Sign | EACH | 1 | $ | 14,500.00 |
| **193** | 702700 | Temporary Traffic Signal Span (refer to Section 702, SSHBC) | EACH | 1 | $ | 65,000.00 |
| **194** | 702710 | Mobile Traffic Signal System | EACH | 1 | $ | 65,000.00 |
| **195** | 703300 | Reflective Barrier Delineator | EACH | 1 | $ | 75.00 |
| **196** | 704000 | Retroreflectorized Painted Markings 4", (Layout Inclusive) | L.F. | 1 | $ | 1.25 |
| **197** | 704004 | Retroreflectorized Painted Markings 12" (Layout Inclusive) | L.F. | 1 | $ | 3.25 |
| **198** | 704099 | Temporary Retroreflectorized Painted Markings 4" | L.F. | 1 | $ | 1.25 |
| **199** | 704100 | Removable Marking Tape 4" | L.F. | 1 | $ | 5.00 |
| **200** | 704104 | Removable Marking Tape 12" | L.F. | 1 | $ | 22.50 |
| **201** | 704704 | Hot Thermoplastic Pavement Marking 24" | L.F. | 1 | $ | 25.00 |
| **202** | 704716 | Hot Thermoplastic Pavement Marking (Thru/LT) Arrow | EACH | 1 | $ | 450.00 |
| **203** | 704717 | Hot Thermoplastic Pavement Marking Right Arrow | EACH | 1 | $ | 450.00 |
| **204** | 704718 | Hot Thermoplastic Pavement Marking Left Arrow | EACH | 1 | $ | 450.00 |
| **205** | 704719 | Hot Thermoplastic Pavement Marking Thru Arrow | EACH | 1 | $ | 450.00 |
| **206** | 704720 | Hot Thermoplastic Pavement Marking Word (Only) | EACH | 1 | $ | 450.00 |
| **207** | 704728 | Hot Thermoplastic Pavement Marking Yield Line | L.F. | 1 | $ | 95.00 |
| **208** | 704734 | Hot Thermoplastic Pavement Marking Sharrow Symbol | EACH | 1 | $ | 450.00 |
| **209** | 704738 | Hot Thermoplastic Pavement Marking Word (Yield) | EACH | 1 | $ | 450.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **210** | 704754 | Hot Thermoplastic Stripe 4" | L.F. | 1 | $ | 2.50 |
| **211** | 704754A | Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape | L.F. | 1 | $ | 5.50 |
| **212** | 704762 | Hot Thermoplastic Stripe 12" | L.F. | 1 | $ | 6.50 |
| **213** | 704762A | Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape | L.F. | 1 | $ | 18.50 |
| **214** | 704764 | Hot Thermoplastic Stripe 24" | L.F. | 1 | $ | 18.00 |
| **215** | 704764A | Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape | L.F. | 1 | $ | 25.00 |
| **216** | 704765 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape | EACH | 1 | $ | 525.00 |
| **217** | 704766 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape | EACH | 1 | $ | 525.00 |
| **218** | 704767 | Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape | EACH | 1 | $ | 525.00 |
| **219** | 704768 | Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape | EACH | 1 | $ | 525.00 |
| **220** | 704769 | Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape | EACH | 1 | $ | 525.00 |
| **221** | 704770 | Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape | EACH | 1 | $ | 525.00 |
| **222** | 704771 | Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape | EACH | 1 | $ | 525.00 |
| **223** | 704774 | Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape | EACH | 1 | $ | 525.00 |
| **224** | 704775 | Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape | EACH | 1 | $ | 525.00 |
| **225** | 704782 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape | EACH | **1** | $ | 525.00 |
| **226** | 704784 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape | EACH | **1** | $ | 525.00 |
| **227** | 704870 | Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive) | EACH | **1** | $ | 525.00 |
| **228** | 706110 | Service Riser (Lighting) | EACH | **1** | $ | 850.00 |
| **229** | 706210 | Meter Pedestal (Lighting) | EACH | **1** | $ | 1,050.00 |
| **230** | 706420 | Light Control Cabinet-2 Circuit | EACH | **1** | $ | 3,500.00 |
| **231** | 707530 | Type V Standard, 30' | EACH | **1** | $ | 6,500.00 |
| **232** | 707540 | Type V Standard, 40' | EACH | **1** | $ | 6,500.00 |
| **233** | 707550 | Type V Standard, 50' | EACH | **1** | $ | 6,500.00 |
| **234** | 707742 | Type V Standard, 40', 2 Arms | EACH | **1** | $ | 6,500.00 |
| **235** | 707801 | Remove & Reset Type I Standard Complete | EACH | **1** | $ | 1,050.00 |
| **236** | 707810 | Remove & Reset Light Stand & Luminaire | EACH | **1** | $ | 3,500.00 |
| **237** | 707820 | Remove & Reset Traffic Signal & Mast Arm | EACH | **1** | $ | 3,800.00 |
| **238** | 709020 | Rigid Electrical Conduit 2" | L.F. | **1** | $ | 25.00 |
| **239** | 709030 | Rigid Electrical Conduit 3" | L.F. | **1** | $ | 35.00 |
| **240** | 709040 | Rigid Electrical Conduit 4" | L.F. | **1** | $ | 48.00 |
| **241** | 710000 | Electrical Pull Box (Standard) | EACH | **1** | $ | 4,500.00 |
| **242** | 710010 | Electrical Pull Box (Large) | EACH | **1** | $ | 5,500.00 |
| **243** | 711102 | Single Conductor 2 | L.F. | **1** | $ | 8.50 |
| **244** | 711230 | Single Conductor 3/0 | L.F. | **1** | $ | 15.00 |
| **245** | 716000 | Lighting Items Complete in Place (refer to Section 716, SSHBC) | L.S. | 1 | $ | 18,000.00 |
| **246** | 716701 | LED Roadway Luminaire | EACH | **1** | $ | 1,050.00 |
| **247** | 720060 | Vehicular Impact Attenuators Unit-Work Zones | EACH | **1** | $ | 15,500.00 |
| **248** | 721000 | Removal of Pavement Marking (Water Blasting) | L.F. | **1** | $ | 250.00 |
| **249** | 721101 | Removal of Pavement Marking Symbol (Water Blasting) | EACH | **1** | $ | 650.00 |
| **250** | 801000 | Construction Staking by Contractor (refer to Section 801, SSHBC) | L.S. | 1 | $ | 10,000.00 |
| **251** | 802000 | Post Construction Plans (refer to Section 801, SSHBC) | L.S. | 1 | $ | 8,500.00 |
| **252** | 901000 | Contractor Process Quality Control (refer to Section 801, SSHBC) | L.S. | 1 | $ | 8,500.00 |
| **253** | 901012 | Testing (refer to Section 801, SSHBC) | L.S. | 1 | $ | 5,000.00 |
| **254** | | Payment and performance bond | % | 1 | $ | 3.00 |
| | | Total Cost | | | $ | 779,114.40 |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Burke Insurance Group, LLC<br>1690 S. Telshor Blvd<br>Las Cruces NM 88011 | **CONTACT NAME:** Melissa Morris<br>**PHONE (A/C, No, Ext):** 575-616-5325 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** melissa.morris@risk-strategies.com |
| **INSURED** GMEGENE-01<br>GME General Building, LLC<br>3225 Richards Lane, Suite A<br>Santa FE NM 87507 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** United Fire Group — 13021<br>**INSURER B :** Builders Trust of NM — 525190<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 857642945 **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**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | 60511880 | 1/1/2025 | 1/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | 60511880 | 1/1/2025 | 1/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Hired and Non-Owned | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | 60511880 | 1/1/2025 | 1/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WC-100-0006394-2025A | 1/1/2025 | 1/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 2,000,000<br>$ 2,000,000<br>$ 2,000,000 |

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

Project: Any and All Jobs

See Attached...

**CERTIFICATE HOLDER**

City of Santa Fe
120 S Federal Pl #305
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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AGENCY CUSTOMER ID: GMEGENE-01

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| AGENCY<br>Burke Insurance Group, LLC | NAMED INSURED<br>GME General Building, LLC<br>3225 Richards Lane, Suite A<br>Santa FE NM 87507 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Santa Fe and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor of City of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies as per written contract. The general liability, auto and umbrella policies are primary and non-contributory.



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BUILDERS TRUST®
OF NEW MEXICO

WAIVER OF SUBROGATION

Insured Name: GME General Building LLC
Insured Policy Number: WC100-0006394-2025A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

| Name of Person | Name of Organization |
|---|---|
| | Blanket Waiver of Subrogation |

Date: 12/11/2024 Countersigned by Randy L. Akin

Agency Number: 6 – 8
Agency Name: Burke Insurance Group LLC

(505) 345-3477 ■ 1-800-640-3369 ■ FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 ■ P.O. BOX 91330 ALBUQUERQUE, NM 87199-1330
www.builderstrust.com

CG 71 03 07 17

**ULTRA LIABILITY PLUS ENDORSEMENT**

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Automatic Additional Insured - Vendors
* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

## SECTION I - COVERAGES

**A.** The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"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.

**2. Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B.** The following coverages are added:

**1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

**a.** While in your possession; or

**b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

**j. Damage to Property**

"Property damage" to:

**(1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

**(2)** Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

**(3)** Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

**a.** Item **(4)** of exclusion **j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

**a.** Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

**b.** "Property damage" means:

**(1)** 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; or

**(2)** 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

**(3)** 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 **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

**a.** Insuring Agreement

**(1)** We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

**(2)** We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

**(1)** Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

**(2)** Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

**(3)** The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

**(4)** Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

**(5)** Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

**(6)** “Bodily injury” or “property damage”.

**(7)** Failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

**(8)** Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

**(9)** Legal fees or expenses.

**(10)** Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of “your product”.

**(11)** “Product recall expense” arising from the “product recall” of any of “your products” for which coverage is excluded by endorsement.

**(12)** Any “product recall” initiated due to the expiration of the designated shelf life of “your product”.

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under **Coverage H** (**Section I**) applies to “property damage” arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

**1.** To read **SUPPLEMENTARY PAYMENTS**

**2. Bail Bonds**

Item **1.b.** is amended as follows:

**b.** Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to $500 a day because of time off from work.

**4.** The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## SECTION II - WHO IS AN INSURED

**A.** The following change is made:

**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following **:**

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:

**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

**f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

**(1) Coverage A** does not apply to “bodily injury” or “property damage” that occurred before you acquired more than 50 percent of the voting stock; and

**(2) Coverage B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

**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;

**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(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

**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.

However, the insurance afforded to such additional insured:

**1.** Only applies to the extent permitted by law; and

**2.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

**1.** "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:

**a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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.

6. **Additional Insured - Vendors**
   a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of “your products” shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

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

   b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
      (1) This insurance afforded the vendor does not apply to:
         (a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
         (b) Any express warranty unauthorized by you;
         (c) Any physical or chemical change in the product made intentionally by the vendor;
         (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
         (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
         (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
         (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
         (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
            i. The exceptions contained in Sub-paragraphs d. or f.; or
            ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
      (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

**a.** Any person(s) or organization(s) from whom you lease equipment when 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 an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law; and

**(2)** 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 their contract or agreement with you for such leased equipment ends.

**b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**8. Additional Insured – Managers or Lessors of Premises**

**a.** Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

**9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

**a.** Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

**(1)** Your acts or omissions; or

**(2)** Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law; and

**(2)** 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

**(2)** Supervisory, inspection or engineering services.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**10. Additional Insured- Employee Injury to Another Employee**

With respect to your “employees” who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

**a.** “Bodily injury” or “personal and advertising injury”

**(1)** To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

**(2)** 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)** above; or

**(3)** Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **10** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## SECTION III - LIMITS OF INSURANCE

**A.** The following Items are deleted and replaced by the following:

**2.** The General Aggregate Limit is the most we will pay for the sum of:

**a.** Medical expenses under **Coverage C;**

**b.** Damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

**c.** Damages under **Coverage B;** and

**d.** Damages under **Coverage H.**

**3.** The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G.**

**6.** Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**B.** The following are added:

**8.** Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability.**

**Coverage G - Product Recall Expense**

**9.** Aggregate Limit $50,000

Each Product Recall Limit $25,000

**a.** The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

**b.** The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"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.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

**12.** With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **10** of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the contract or agreement;

**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.

**13** Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**14.** Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

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

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**15.** Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

**A.** The following conditions are amended:

**1. Knowledge of Occurrence**

**a.** Condition **2.,** Items **a.** and **b**. are deleted and replaced by the following:

**(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**(a)** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

**i.** How, when and where the "occurrence" 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 any insured, you must:

**i.** Immediately record the specifics of the claim or "suit" and the date received; and

**ii.** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

**2.** Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

**(a)** Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B.** The following are added:

**10.** Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

**(5)** Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14.** The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

**a.** See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

**b.** Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

**c.** If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

**d.** Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

**e.** Cooperate with us in the investigation or settlement of any claim.

**f.** Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

## SECTION V – DEFINITIONS

**A.** At item **12.** "Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:

**f.(1)** Equipment designed primarily for:

**(a)** Snow removal;

**(b)** Road maintenance, but not construction or resurfacing; or

**(c)** Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

**B.** Item **3.** “bodily injury” is deleted and replaced with the following:

**3.** “Bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**C.** The following definitions are added for this endorsement only:

**23.** “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, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**24.** "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

**a.** The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

**b.** Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

**(1)** An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

**(2)** Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

**25.** "Product recall expense" means reasonable and necessary expenses for:

**a.** Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

**b.** Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

**c.** Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

**d.** Transportation and accommodation expense incurred by your employees.

**e.** Rental expense incurred for temporary locations used to store recalled products.

**f.** Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

**g.** Transportation expenses incurred to replace recalled products.

**h.** Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

**COMMERCIAL AUTO**
**CA 71 09 01 17**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

**COVERAGE INDEX**


| DESCRIPTION | PAGE |
|---|---|
| Temporary Substitute Auto Physical Damage | 2 |
| Broad Form Insured | 2 |
| Employee as Insureds | 2 |
| Additional Insured Status by Contract, Agreement or Permit | 2 |
| Bail Bond Coverage | 3 |
| Loss of Earnings Coverage | 3 |
| Amended Fellow Employee Coverage | 3 |
| Towing and Labor | 3 |
| Physical Damage Additional Transportation Expense Coverage | 3 |
| Extra Expense - Theft | 3 |
| Rental Reimbursement and Additional Transportation Expense | 4 |
| Personal Effects Coverage | 4 |
| Personal Property of Others | 4 |
| Locksmith Coverage | 4 |
| Vehicle Wrap Coverage | 5 |
| Airbag Accidental Discharge | 5 |
| Audio, Visual and Data Electronic Equipment Coverage | 5 |
| Auto Loan/Lease Total Loss Protection | 5 |
| Glass Repair – Deductible Amendment | 5 |
| Amended Duties in the Event of Accident, Claim, Suit or Loss | 6 |
| Waiver of Subrogation Required by Contract | 6 |
| Unintentional Failure to Disclose | 6 |
| Hired, Leased, Rented or Borrowed Auto Physical Damage | 6 |
| Mental Anguish | 7 |
| Extended Cancellation Condition | 7 |


The COVERAGE INDEX set forth above is informational only and grants no coverage.
Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

*(Temporary Substitute Auto Physical Damage)*

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage** at **1. Who Is An Insured** is amended to include the following:

*(Broad Form Insured)*

**d.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

**e.** Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

**(1)** That is a joint venture or partnership,

**(2)** That is an "insured" under any other policy,

**(3)** That has exhausted its Limits of Insurance under any other policy, or

**(4)** 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

*(Employee as Insureds)*

**f.** Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

*(Additional Insured Status by Contract, Agreement or Permit)*

**g.** Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

**(1)** Currently in effect or becoming effective during the term of this policy; and

**(2)** Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. BROADENED SUPPLEMENTARY PAYMENTS**

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2)** and **(4)** are replaced by the following:

*(Bail Bond Coverage)*

**(2)** Up to $5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

*(Loss of Earnings Coverage)*

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

*(Amended Fellow Employee Exclusion)*

**D. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

**5. Fellow Employee**

"Bodily Injury":

**a.** To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

**b.** To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;

**c.** For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or

**d.** Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

*(Towing and Labor)*

**2. Towing** is deleted and replaced with the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

**a.** For private passenger type vehicles we will pay up to $100 per disablement.

**b.** For all other covered "auto's" we will pay up to $500 per disablement

However, the labor must be performed at the place of disablement.

*(Physical Damage Additional Transportation Expense Coverage)*

**4. Coverage Extensions**

**a. Transportation Expenses** is amended to provide the following limits:

We will pay up to $60 per day to a maximum of $1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions:**

*(Extra Expense – Theft)*

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is $5,000.

*(Rental Reimbursement and Additional Transportation Expense)*

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

**(1)** We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

**(2)** We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

**(a)** The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

**(b)** 30 days.

**(3)** Our payment is limited to the lesser of the following amounts:

**(a)** Necessary and actual expenses incurred; or

**(b)** $75 per day.

**(c)** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**(d)** If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

*(Personal Effects Coverage)*

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

*(Personal Property of Others)*

**f. Personal Property of Others**

We will pay up to $500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

*(Locksmith Coverage)*

**g. Locksmith Coverage**

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

*(Vehicle Wrap Coverage)*

**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

*(Airbag Accidental Discharge)*

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. BROADENED LIMITS OF INSURANCE**

*(Audio, Visual and Data Electronic Equipment Coverage)*

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

**b.** Limits of $1,000 per "loss" is increased to $5,000 per "loss". All other terms and provisions of this section remain applicable.

*(Auto Loan/Lease Total Loss Protection)*

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

**4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of $500 for early termination fees or penalties on the lease or loan for a covered"auto" less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease / loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous loans or leases.

*(Glass Repair – Deductible Amendment)*

**H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

*(Amended Duties in the Event of Accident, Claim, Suit or Loss)*

**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss:**

**d.** Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

**(1)** You, if you are an individual;

**(2)** Any partner or insurance manager if you are a partnership;

**(3)** An executive officer or insurance manager, if you are a corporation;

**(4)** Your members, managers or insurance manager, if you are a limited liability company; or

**(5)** Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

*(Waiver of Subrogation by Contract)*

**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

*(Unintentional Failure to Disclose)*

**K. UNINTENTIONAL FAILURE TO DISCLOSE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

*(Hired, Leased, Rented or Borrowed Auto Physical Damage)*

**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

**Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

**b.** **(1)** For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:

**(a)** Any Covered "auto" you lease, hire, rent or borrow; and

**(b)** Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

**(a)** $75,000 per accident, or

**(b)** actual cash value at the time of loss, or

**(c)** cost of repair.

Minus a $500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

**(3)** This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

**(a)** Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

**(b)** Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under **SECTION V – DEFINITIONS, C.** is replaced by the following:

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under **CANCELLATION,** of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

**b.** 60 days before the effective date of cancellation if we cancel for any other reason.

# GB GME General Building LLC Construction Contract ITB 25120

Final Audit Report 2025-08-08

| | |
|---|---|
| Created: | 2025-08-08 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA24r8FYFpZfdJE2S4qSTpcFrxREo4suQV |

## "GB GME General Building LLC Construction Contract ITB 25120" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
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Signer rawheeler@santafenm.gov entered name at signing as RW
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Document e-signed by RW (rawheeler@santafenm.gov)
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Agreement completed.
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## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Wednesday, October 9, 2024 3:39 PM
**To:** ARCHULETA, AMANDA J.
**Subject:** RE: On call small roadway trail and sidewalk ITB and Contract

Hi, it's updated. Here is the new determination. I don't think you need to send it to Horizons as their services do not match.

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687555809%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YuRJ0D4dldlhXHG9bYXr7Euk3xbhGmpNpIytNBLJTj8%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77

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• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687661332%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=z0Jy4fibSVDlcoO2j1htS09wtXdZhwOfukMclLQtn6U%3D&reserved=0

o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-

992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687673304%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JrmpDBZIKPEI9Qj0kyFyBm1INZltJlgkToaNcpe5340%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687684489%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=NACz%2F6zKMtBevaXUc4pjm5UZnBskACyiScmtLt7nXcU%3D&reserved=0

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687694880%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YK2tAQrPw860ccLxvx55pAYLI%2BnWHe%2B2ch2u%2BZVuQvU%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 1:26 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

HI Travis,

I wanted to ask before I send to Horizons was this the SOW that you made the determination on?

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains

(manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verification of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work. Failure of this work

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors
The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work
The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City’s direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date Step II. Project Inspection and Development of Punch List Step III. Notice of Punch List Completion and Request of Final Inspection Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:
1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or, 4. The City's warranty or guaranty rights.

Or is it just the first paragraph?

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:58 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687706144%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JW6BYtP5jHpi4UOQANZ2QekopY65DWsvTUpqz12dvrM%3D&reserved=0
Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687717504%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=LFZMlMDDon1maXMZgjS7uuhjzLvmXOyklJJA7fe9zfw%3D&reserved=0
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-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:46 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

I will add this to Munis and send it in teams with the ITB #.

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:11 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Amanda, will please submit this in Munis? Please see the attached "ITB and RFP Submission Process."

Here is the determination:

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687727808%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan

approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-
agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687737931%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=97KDzAVUZZNT7Pk9jG7HyBwY6goRwe5hpMrcYKD3uqA%3D&reserved=0 (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.) o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687748491%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ljliOTMVKE8RtqI3jzD7C3lY4aR7py6%2BAgPNST5Hn7E%3D&reserved=0
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o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.h-
gac.com%2FHome&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687779236%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=SutEt8I2vFsWmCofkmQwsiogUU4x8wgwFUGwaNCxMK0%3D&reserved=0
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• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687812869%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtufRTw67kkCDkjM1LwHX14%3D&reserved=0
o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687824713%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=whZO6N4ae091voOzkG5KOzVmDNSyb18gdGuTImfSavg%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687836442%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=8VZEGt3zuXNw0k4YmJMCZzLMFyIC8s%2B51wB%2FSogTMcE%3D&reserved=0

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShlDV9JuEeobQL7t7SwgWUI%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, October 8, 2024 8:34 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Cc: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: On call small roadway trail and sidewalk ITB and Contract

Hello Amanda (and everyone),

Here, finally, are the edited ITB and Construction Contract for routing. I hope I got most everything and did this right!

Appreciate everyone's help. I have had a lot of input from the Streets Maintenance and Capital Projects Team on this. Very valuable process.

Please let me know if you have any questions or comments.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: WHEELER, REGINA A.
Sent: Tuesday, September 17, 2024 1:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

OMG Travis, thank you so much for fast response and new template integration! And thank you Joseph and Joann for support.

I will review soon and ask Amanda for help to submit via Teams!

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 16, 2024 5:42 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

Regina,
I moved the SOW and items to the ITB template and can continue working on it if you need me to. Otherwise, you can have someone clean it up and update the contract template. Please let me know. Kathy and JoAnn have both said their willing to help as well.

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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687858622%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=fh9WVFFMeXBO7at43hlux9eHZT7Bmbw4kPhqof%2Bf8zk%3D&reserved=0
Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
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-----Original Message-----
From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Friday, September 13, 2024 1:51 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: Sidewalk trails and patching scope for ITB for Price Agreements

Hello Travis, Joseph and Joann,

Attached is the scope of work and bid sheet for a ITB procurement for Price Agreements for the City to use to repair sidewalks, trails and road sections. These contracts are essential for City to come into compliance with our code that says we fix sidewalks quickly after problems are reported. It is also essential to spend the $1M just appropriated by GB for sidewalk repairs.

Thank you for letting us know the next steps for this effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

CITY OF SANTA FE

**Date:** August 8, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director RW (Aug 8, 2025 12:53:22 MDT)

**Subject:** Contract for On Call Small Roadway Trail and Sidewalk Construction

**Vendor Name:** GM Emulsion LLC

**Vendor Number:** **11056**

---

**ACTION:**
Request for Approval of a Construction Contract with GM Emulsion LLC in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

**CONTRACT NUMBER:**
The FY26 Munis Contract Number is 3260124.

**BACKGROUND AND SUMMARY:**
This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This vendor, GM Emulsion, has completed many right of way projects for the City.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to vendor as needs arise and funding is available.

**ATTACHMENTS:**
Construction Contract
Bid Sheet
Certificate of Insurance

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project Ledger No.: Various

Budget Officer/Designee: Andy Hopkins Date: 08/15/2025
Budget Officer Comment/Exceptions: _____

**PROCUREMENT METHOD:**
The procurement method used ITB#25120 for On Call Small Roadway Trail and Sidewalk Construction

Chief Procurement Officer (CPO)/Designee: _____ Date: 08/18/2025
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: _____

**Capital Asset or Project? ☒ Yes | ☐ No**
Project Ledger Number: Various
Approval: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (Aug 15, 2025 10:01:42 MDT) Title: Accounting Manager Date: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract #: _____
ITB # 25120

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **GM Emulsion 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**

The Contractor shall perform all the work required by the Contract Documents for On Call Small Roadway Trail and Sidewalk Construction (Bid #25120) as follows:

**STATEMENT OF WORK:**

**Orders:**
Under the terms and conditions of Invitation to Bid number __25120_ ("ITB") and this contract, the City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The City's Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor's bid on the ITB, a cost summary, and a proposed schedule required to complete the assignment or task. project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The

Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

For any Task Order that requires paving of either more than 300 linear feet of lane paving or more than 1000 linear feet of sidewalk (including curb and gutter) Contractor is not authorized to proceed until Contractor receives both a signed Notice to Proceed and written approval from the City's Director of Public Works.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

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

Contractors with Other On-Call Contracts: Contractors currently awarded under separate City on-call paving contracts shall quote and be paid solely on the contract identified in the Task Order. Contractor may not transfer the Task Order to a different contract or adjust pricing based on bids submitted under this contract, unless the Public Works Director approves changing the contract used for pricing in writing. The City's Project Manager shall identify the contract by the City's Item Number or other unambiguous identifier on each Task Order.

**Price Adjustments:**
The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes 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 Director of Public Works' decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Ordershall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number

Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

**SPECIFICATIONS:**

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains (manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

To initiate work using this on-call contract, the City of Santa Fe shall provide contractor with a written scope of work and/or drawings generally defining the work to be performed for the Task Order. This document will include the City contact for the work. The Contractor shall respond with a quotation for work at a cost equal to or less than the pricing in this Price Agreement. Upon acceptance of the quotation, a Purchase Order would be issued indicating that the contractor is authorized to proceed with the work coordinating schedule with the City and permitting.

**Maintenance of Traffic**

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

**Storage of Materials**
The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

**Final Clean Up**
Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

**Compliance with Plans and Specifications**
The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

**Excavation and Coordination with Utilities**
The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify

and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work.

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

**Cooperation between Contractors**

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

**Inspection of Work**

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

**Removal of Unacceptable and Unauthorized Work**

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

**Maintenance During Construction**

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

**Failure to Maintain Project Area**
If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

**Project Closure**

Step I. Contractor Notice of Projected Substantial Completion Date
Step II. Project Inspection and Development of Punch List
Step III. Notice of Punch List Completion and Request of Final Inspection
Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.
The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

## Notice to Contractors

### 1. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

### 2. Cooperation with Utilities

2.1 For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

2.2 The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates.

An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

2.3 City Owned Facility Infrastructure Line Markings- If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

2.4 If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

2.5 Protection of Utility Infrastructure - Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

2.6 Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines

Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

**3. Restricted Work Hours**

3.1 Lane closures during peak hours (6 am to 9 am and 4 pm to 7 pm) shall be avoided whenever possible. At all times, access shall be provided to properties and businesses.

3.2 The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

**4. Performance and Payment Bond**

4.1 At the time of the bid, a bid bond is not required. However, prior to the issuance of any Contract Task Order greater than $60,000, the Contractor shall provide a performance and payment bond securing performance, labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City's Public Works Department within ten (10) working days after the issuance of a Purchase Order pursuant to a Contract Task Order. Failure to obtain the required bond will result in the Purchase Order being cancelled.

**5. Historic District Concrete Color**

5.1 All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected

"Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

5.2 For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

5.3 When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

5.4 The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made.

5.5 The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

## 6. Compaction, Material and Other Types of Testing

6.1 This work may consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each Contract Task Order.

6.2 Testing must be done by a commercial materials testing laboratory overseen and or operated by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

6.3 It will be the responsibility of the Contractor to schedule testing. The City shall be notified of the intended testing times.

6.4 Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

## 7. Mobilization

7.1 The City shall pay mobilization for each type of task on a per mile bases. The payment will be made for a one time, one way trip from the contractor's yard to the project site.

7.2 For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

## 8. Traffic Control Management

8.1 All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

8.2 Traffic control will be paid actual costs plus overhead.

8.3 Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

8.4 Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and street and sidewalk closures.

Local preference OK to use

Specs

Inset detectable warning surfaces only.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

***2.*** **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order request for quote is issued, the contractor will price work in with pricing in the contract or any amendments at the time.

**The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed five million, five hundred thousand dollars ( $5,500,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 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 **ten (10) years from date of final signature**.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor

may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

## 5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's task order 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 task order purchase 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 purchase 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 contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

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

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

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

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

All terms and conditions of the **ITB # 25046** 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

**22. Records and Financial Audit**

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

**23. Indemnification**

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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: Regina Wheeler, Public Works Director, 737 Agua Fria St, Santa Fe, NM 87501 rawheeler@santafenm.gov

To the Contractor: Julia Yang, GM Emulsion LLC,
5935 Agua Fria St, Santa Fe NM 87507
julia@gmemulsion.com

**28. Authority**

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

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion

have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the task order period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the
provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or
trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any
requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Gabriel Martinez (Jul 10, 2025 19:32 MDT)
Gabriel Martinez, Vice President

DATE: 07/10/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 11, 2025 07:49 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

# Bid Tabulation

City of Santa Fe
#ITB 25120 On-Call Small Roadway, Trail and Sidewalk Construction
3/11/2025

| Item # | Bid Item | Item description | Unit of Measure | Quantity | GM Emulsion Est Price5 |
|---|---|---|---|---|---|
| 1 | 201000 | Clearning and Grubbing (refer to Section 201, SSHB) | L.S | 1 | $7,500 |
| 2 | 203000 | Unclassified Excavation | C.Y. | 1 | $ 15.00 |
| 3 | 203100 | Borrow | C.Y. | 1 | $ 20.00 |
| 4 | 203200 | Unsuitable Material Excavation (Sub-excavation) | C.Y. | 1 | $ 22.00 |
| 5 | 203205 | Sub-excavation & Re-compaction | C.Y. | 1 | $ 28.00 |
| 6 | 203211 | Unstable Subgrade Stabilization | S.Y. | 1 | $ 16.50 |
| 7 | 207000 | Subgrade Preparation (1-500 SY/IN) | S.Y./IN | 1 | $ 1.00 |
| 8 | 207000A | Subgrade Preparation (501-1,500 SY/IN) | S.Y./IN | 1 | $ 1.00 |
| 9 | 207000B | Subgrade Preparation (1,501+ SY/IN) | S.Y./IN | 1 | $ 1.00 |
| 10 | 208000 | Linear Grading | Mile | 1 | $ 8,500.00 |
| 11 | 209000 | Blading and Reshaping | Mile | 1 | $ 8,500.00 |
| 12 | 210000 | Excavation & Backfill for Major Structures | C.Y. | 1 | $ 60.00 |
| 13 | 210005 | Temporary Retaining Wall/Sloping | S.F. | 1 | $ 60.00 |
| 14 | 302000 | Process Placing & Compact Exterior Pavement | S.Y. | 1 | $ 6.00 |
| 15 | 303015 | Base Course (1-500 SY/IN) | S.Y./IN | 1 | $ 3.00 |
| 16 | 303015A | Base Course (501-1,500 SY/IN) | S.Y./IN | 1 | $ 3.00 |
| 17 | 303015B | Base Course (1,501+ SY/IN) | S.Y./IN | 1 | $ 3.00 |
| 18 | 303160 | Base Course 6” | S.Y. | 1 | $ 18.00 |
| 19 | 405000 | Detour Pavement Construction | S.Y. | 1 | $ 75.00 |
| 20 | 407000 | Asphalt Material for Tack Coat | Ton | 1 | $ 1,500.00 |
| 21 | 407000A | Fog Seal for Roadway | Ton | 1 | $ 1,500.00 |
| 22 | 407000B | Fog Seal for Trails | Ton | 1 | $ 1,650.00 |
| 23 | 408100 | Prime Coat Material | Ton | 1 | $ 1,500.00 |
| 24 | 411000 | Hot Poured Crack Sealing | LB | 1 | $ 4.00 |
| 25 | 411100 | Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks) | LB | 1 | $ 5.00 |
| 26 | 414000 | Cold Milling (Asphalt) (1-10,000 SY/IN) | S.Y./IN | 1 | $ 1.85 |
| 27 | 414000A | Cold Milling (Asphalt) (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $ 1.85 |
| 28 | 414000B | Cold Milling (Asphalt) (50,001+ SY/IN) | S.Y./IN | 1 | $ 1.85 |
| 29 | 414120 | Cold Milling (Asphalt) 2” | S.Y. | 1 | $ 3.70 |
| 30 | 403600 | Open Graded Friction Course Complete (5/8”) | S.Y./IN | 1 | $ 28.00 |
| 31 | 403701 | Open Graded Friction Course Complete | Ton | 1 | $ 180.00 |
| 32 | 416000 | Minor Pavement | S.Y./IN | 1 | $ 18.00 |
| 33 | 416107 | Minor Paving Type I, HMASP-III | S.Y. | 1 | $ 185.00 |
| 34 | 417000 | Miscellaneous Paving | S.Y. | 1 | $ 185.00 |
| 35 | 417100 | Asphalt Curb (6” Width) | L.F. | 1 | $ 55.00 |
| 36 | 423250 | HMA-SP-III Complete (1-10,000 SY/IN) | S.Y./IN | 1 | $ 18.00 |
| 37 | 426250A | HMA-SP-III Complete (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $ 18.00 |
| 38 | 426250B | HMA-SP-III Complete (50,001+ SY/IN) | S.Y./IN | 1 | $ 18.00 |
| 39 | 423283 | HMA SP-IV Complete | Ton | 1 | $ 165.00 |
| 40 | 423283A | HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN) | S.Y/IN | 1 | $ 18.00 |
| 41 | 423283B | HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN) | S.Y./IN | 1 | $ 18.00 |
| 42 | 423283C | HMA SP-IV Complete-6422 Oil (50,001+ SY/IN) | S.Y./IN | 1 | $ 18.00 |
| 43 | 451060 | Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh) | S.Y./IN | 1 | $ 180.00 |
| 44 | 451080 | Concrete Pavement - 8” | S.Y. | 1 | $ 350.00 |
| 45 | 502030 | Drilled Shaft Foundation 30” D | L.F. | 1 | $ 1,010.00 |
| 46 | 511000 | Structural Concrete, CL A | C.Y. | 1 | $ 1,950.00 |
| 47 | 511500 | Concrete Patch Work (1/4” to ½” Thick) | S.F. | 1 | $ 20.00 |
| 48 | 511501 | Stucco (Color Determined by Project) | S.F. | 1 | $ 15.00 |
| 49 | 515000 | Reinforced Concrete for Minor Structures | C.Y. | 1 | $ 1,950.00 |
| 50 | 516000 | Flowable Fill | C.Y. | 1 | $ 400.00 |
| 51 | 531001 | Permanent Anti-Graffiti Protective Coat | S.F. | 1 | $ 6.50 |
| 52 | 540060 | Reinforcing Bars Grade 60 | LB | 1 | $ 3.50 |
| 53 | 541200 | Structural Steel for Miscellaneous Structures | LB | 1 | $ 7.20 |
| 54 | 543002A | Metal Railing, Type D | L.F. | 1 | $ 550.00 |
| 55 | 543002B | Metal Railing, Type W | L.F | 1 | $ 585.00 |
| 56 | 543002C | Metal Railing, Type Thrie | L.F. | 1 | $ 610.00 |
| 57 | 570012 | 12" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 55.00 |
| 58 | 570018 | 18" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 77.00 |
| 59 | 570024 | 24" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 99.00 |
| 60 | 570025 | 24" Culvert Pipe End Section | EACH | 1 | $ 825.00 |
| 61 | 570030 | 30" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ 137.50 |
| 62 | 570031 | 30" Culvert Pipe End Section, Galvanized 14G | EACH | 1 | $ 1,650.00 |
| 63 | 570036 | 36" Culvert Pipe, Galvanized 12G | L.F. | 1 | $ 165.00 |
| 64 | 570037 | 36" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $ 2,090.00 |
| 65 | 570048 | 48" Culvert Pipe, Galvanized 12G | L.F. | 1 | $ 247.50 |
| 66 | 570049 | 48" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $ 4,400.00 |
| 67 | 570425 | 18" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $ 110.00 |
| 68 | 570429 | 18" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $ 550.00 |
| 69 | 570437 | 24" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $ 132.00 |
| 70 | 570441 | 24" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $ 836.00 |
| 71 | 571000 | 3/8” Diamond Plate | S.F. | 1 | $ 60.50 |
| 72 | 601000 | Removal of Structures and Obstructions (refer to Section 601, SSHBC) | L.S | 1 | $ 35,000.00 |
| 73 | 601110 | Removal of Surfacing | S.Y. | 1 | $ 3.50 |
| 74 | 602010 | Riprap Class B | C.Y. | 1 | $ 350.00 |
| 75 | 602030 | Riprap Class D | C.Y. | 1 | $ 350.00 |
| 76 | 602060 | Riprap Class G | C.Y. | 1 | $ 350.00 |
| 77 | 602200 | Gabions with rocks | C.Y. | 1 | $ 385.00 |
| 78 | 603100 | Temporary Soil Stabilant | ACRE | 1 | $ 4,950.00 |
| 79 | 603200 | Silt Fence | L.F. | 1 | $ 6.50 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **80** | 603220 | Check Dam Type I | L.F. | 1 | **$** | **25.00** |
| **81** | 603250 | Drop Inlet Protection Type I | EACH | 1 | **$** | **250.00** |
| **82** | 603251 | Drop Inlet Protection Type II | EACH | 1 | **$** | **250.00** |
| **83** | 603261 | Mulch Socks | L.F. | 1 | **$** | **8.00** |
| **84** | 603262 | Composted Mulch Socks | L.F. | 1 | **$** | **8.00** |
| **85** | 606000 | Metal Barrier W-Beam | L.F. | 1 | **$** | **80.00** |
| **86** | 606010 | Metal Barrier Thrie - Beam | L.F. | 1 | **$** | **165.00** |
| **87** | 606050 | Metal Barrier End Treatment (Anchorage) | EACH | 1 | **$** | **3,650.00** |
| **88** | 606051 | End Treatment TL-3 End Terminal | EACH | 1 | **$** | **5,500.00** |
| **89** | 606052 | End Treatment TL-2 End Terminal | EACH | 1 | **$** | **4,550.00** |
| **90** | 606054 | End Treatment Thrie - Beam End Anchor | EACH | 1 | **$** | **5,500.00** |
| **91** | 606499 | Post and Cable Barrier | L.F. | 1 | **$** | **75.00** |
| **92** | 607004 | Barbed Wire Fence 4' | L.F. | 1 | **$** | **15.00** |
| **93** | 607005 | Barbless Wire Fence 4' | L.F. | 1 | **$** | **15.00** |
| **94** | 607026 | Chain Link Fence 6' | L.F. | 1 | **$** | **65.00** |
| **95** | 607079 | Pedestrian/Bicycle Railing | L.F. | 1 | **$** | **275.00** |
| **96** | 607080 | Bike Racks | EACH | 1 | **$** | **1,430.00** |
| **97** | 607455 | Chain Link Gate, 8' X 8' | EACH | 1 | **$** | **1,850.00** |
| **98** | 608004 | Concrete Sidewalk 4", (1-100 SY) | S.Y. | 1 | **$** | **155.00** |
| **99** | 608004A | Concrete Sidewalk 4", (101-500 SY) | S.Y. | 1 | **$** | **145.00** |
| **100** | 608004B | Concrete Sidewalk 4" (501+ SY) | S.Y. | 1 | **$** | **140.00** |
| **101** | 608005 | Concrete Sidewalk 4" Colored (1-100 SY) | S.Y. | 1 | **$** | **165.00** |
| **102** | 608005A | Concrete Sidewalk 4" Colored (101-500 SY) | S.Y. | 1 | **$** | **155.00** |
| **103** | 608005B | Concrete Sidewalk 4" Colored (501+ SY) | S.Y. | 1 | **$** | **140.00** |
| **104** | 608106 | Drive Pad 6" | S.Y. | 1 | **$** | **155.00** |
| **105** | 608204 | Concrete Median Pavement 4" | S.Y. | 1 | **$** | **155.00** |
| **106** | 608300 | Inset Detectable Warning | S.F. | 1 | **$** | **80.00** |
| **107** | 608400 | ADA Ramp | S.Y. | 1 | **$** | **175.00** |
| **108** | 608404 | Concrete Medium Pavement 4" (Colored & Patterned) | S.Y. | 1 | **$** | **165.00** |
| **109** | 609200 | Header Curb | L.F. | 1 | **$** | **50.00** |
| **110** | 609202 | 12"-18" Tall Cut-Off Wall | L.F. | 1 | **$** | **55.00** |
| **111** | 609204 | Concrete Fillets (Valley Gutter Exclusive) | S.Y. | 1 | **$** | **155.00** |
| **112** | 609318 | Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF) | L.F. | 1 | **$** | **50.00** |
| **113** | 609318A | Concrete Sloped Curb and Gutter 6" X 18" (251+ LF) | L.F. | 1 | **$** | **45.00** |
| **114** | 609318B | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF) | L.F. | 1 | **$** | **52.00** |
| **115** | 609318C | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF) | L.F. | 1 | **$** | **50.00** |
| **116** | 609324 | Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF) | L.F. | 1 | **$** | **55.00** |
| **117** | 609324A | Concrete Sloped Curb and Gutter 6" X 24" (101+ LF) | L.F. | 1 | **$** | **50.00** |
| **118** | 609324B | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF) | L.F. | 1 | **$** | **60.00** |
| **119** | 609324C | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF) | L.F. | 1 | **$** | **55.00** |
| **120** | 609412 | Concrete Vertical Curb & Gutter B 6"X12" | L.F. | 1 | **$** | **45.00** |
| **121** | 609418 | Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF) | L.F. | 1 | **$** | **55.00** |
| **122** | 609418A | Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF) | L.F. | 1 | **$** | **48.00** |
| **123** | 609418B | Concrete Vertical Curb & Gutter B 6"X18", (251+ LF) | L.F. | 1 | **$** | **45.00** |
| **124** | 609418C | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF) | L.F. | 1 | **$** | **60.00** |
| **125** | 609418D | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF) | L.F. | 1 | **$** | **55.00** |
| **126** | 609418E | Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF) | L.F. | 1 | **$** | **48.00** |
| **127** | 609424 | Concrete Vertical Curb & Gutter B 6" X 24" | L.F. | 1 | **$** | **55.00** |
| **128** | 609424A | Concrete Vertical Curb & Gutter B 6" X 24" **Colored** | L.F. | 1 | **$** | **60.00** |
| **129** | 609430 | Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF) | L.F. | 1 | **$** | **70.00** |
| **130** | 609430A | Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF) | L.F. | 1 | **$** | **65.00** |
| **131** | 609430B | Concrete Vertical Curb & Gutter 6" X 30", (251+ LF) | L.F. | 1 | **$** | **60.00** |
| **132** | 609430C | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF) | L.F. | 1 | **$** | **75.00** |
| **133** | 609430D | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF) | L.F. | 1 | **$** | **68.00** |
| **134** | 609430E | Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF) | L.F. | 1 | **$** | **62.00** |
| **135** | 609600 | Concrete Valley Gutter and Fillet 6" X Variable Width | L.F. | 1 | **$** | **155.00** |
| **136** | 609600A | Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width | L.F. | 1 | **$** | **160.00** |
| **137** | 609624 | Concrete Valley Gutter 6" X 24" | L.F. | 1 | **$** | **100.00** |
| **138** | 609649 | Concrete Valley Gutter 6" X 60" | L.F. | 1 | **$** | **150.00** |
| **139** | 609706 | Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF) | L.F. | 1 | **$** | **55.00** |
| **140** | 609706A | Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF) | L.F. | 1 | **$** | **50.00** |
| **141** | 609706B | Concrete Laydown Curb and Gutter 6" X 24" (251+ LF) | L.F. | 1 | **$** | **45.00** |
| **142** | 609706C | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF) | L.F. | 1 | **$** | **60.00** |
| **143** | 609706D | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF) | L.F. | 1 | **$** | **55.00** |
| **144** | 609706E | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF) | L.F. | 1 | **$** | **50.00** |
| **145** | 609999 | Concrete Curb Returns (Complete) | S.Y. | 1 | **$** | **155.00** |
| **146** | 617003 | Video Recording | L.S | 1 | **$** | **5,000.00** |
| **147** | 618000A | Traffic Control Management (Major) | DAY | 1 | **$** | **2,500.00** |
| **148** | 618000B | Traffic Control Management (Minor) | DAY | 1 | **$** | **1,500.00** |
| **149** | 618011 | Public Awareness (refer to Section 618, SSHBC) | L.S | 1 | **$** | **5,000.00** |
| **150** | 621000 | Mobilization Sidewalk Less than 100 feet long | MILE | 1 | **$** | **1,000.00** |
| **151** | 621001 | Mobilization Sidewalk Greater than 100 feet long | MILE | 1 | **$** | **1,000.00** |
| **152** | 621002 | Mobilization Pothole Patching | MILE | 1 | **$** | **1,000.00** |
| **153** | 621003 | Mobilization Concrete or Asphalt Trail Repair | MILE | 1 | **$** | **1,000.00** |
| **154** | 621004 | Mobilization Pavement Milling and Filling project | MILE | 1 | **$** | **1,000.00** |
| **155** | 621005 | Mobilization Unpaved Trail Repair | MILE | 1 | **$** | **1,000.00** |
| **156** | 623001 | Median Drop Inlet Type I (Urban) H=3'1" to 6'0" | EACH | 1 | **$** | **27,500.00** |
| **157** | 623045 | Median Drop Inlet (Valley/U) H=3'1" TO 6'0" | EACH | 1 | **$** | **27,500.00** |
| **158** | 623311 | Curb Drop Inlet Type 1-B to 4' | EACH | 1 | **$** | **27,500.00** |
| **159** | 623405 | Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0" | EACH | 1 | **$** | **33,000.00** |
| **160** | 623501 | Transverse Drop Inlet | EACH | 1 | **$** | **38,500.00** |
| **161** | 623600 | Junction Box | EACH | 1 | **$** | **27,500.00** |
| **162** | 623999 | Modify Existing Inlet | EACH | 1 | **$** | **11,000.00** |
| **163** | 632000 | Class A Seeding | ACRE | 1 | **$** | **18,500.00** |
| **164** | 632020 | Class C Seeding | ACRE | 1 | **$** | **38,500.00** |
| **165** | 632100 | Manhole Extension | EACH | 1 | **$** | **2,750.00** |
| **166** | 662300 | Tie to Existing Manhole | EACH | 1 | **$** | **5,500.00** |
| **167** | 662400 | Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item) | EACH | 1 | **$** | **2,750.00** |
| **168** | 662500 | Manhole Frame and Cover | EACH | 1 | **$** | **2,750.00** |
| **169** | 663000 | Utility Relocations (refer to Section 663, SSHBC) | L.S. | 1 | **$** | **38,150.00** |

| | | | | | | |
|---|---|---|---|---|---|---|
| 170 | 663001 | Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC) | EACH | 1 | $ | 5,500.00 |
| 171 | 663110 | Remove & Relocate Fire Hydrant | EACH | 1 | $ | 8,250.00 |
| 172 | 663850 | Water Valve Adjustment | EACH | 1 | $ | 1,650.00 |
| 173 | 663855 | Adjust Valve Box to Grade | EACH | 1 | $ | 1,650.00 |
| 174 | 664000 | Landscape Complete (refer to Section 664, SSHBC) | L.S. | 1 | $ | 38,125.00 |
| 175 | 667110 | Mailbox Installation - Single | EACH | 1 | $ | 800.00 |
| 176 | 667209 | Crusher Fines | C.Y. | 1 | $ | 28.00 |
| 177 | 667210 | Landscape Gravel, (Santa Fe Brown) | S.Y./IN | 1 | $ | 80.00 |
| 178 | 667500 | Bollard | EACH | 1 | $ | 1,650.00 |
| 179 | 667501 | Parking Bumpers | EACH | 1 | $ | 250.00 |
| 180 | 667505 | Lay New Brick Sidewalk | S.Y. | 1 | $ | 215.00 |
| 181 | 667510 | Remove and Reset Brick Sidewalk | S.Y. | 1 | $ | 300.00 |
| 182 | 667515 | Litter Receptacle | EACH | 1 | $ | 1,050.00 |
| 183 | 667520A | Park Bench 6’ | EACH | 1 | $ | 1,350.00 |
| 184 | 667520B | Park Bench 8’ | EACH | 1 | $ | 1,650.00 |
| 185 | 701000 | Panel Signs | S.F. | 1 | $ | 35.00 |
| 186 | 701030 | Remove and Reset Panel Sign | EACH | 1 | $ | 275.00 |
| 187 | 701100 | Steel Post and Base Post for Aluminum Panel Signs | L.F. | 1 | $ | 27.00 |
| 188 | 701100 | Steel/Base Post for Aluminum Panel Signs | L.F. | 1 | $ | 27.00 |
| 189 | 702000 | Construction Signing | S.F. | 1 | $ | 35.00 |
| 190 | 702110 | Portable Sign Support | EACH | 1 | $ | 250.00 |
| 191 | 702320 | Vertical Panel | EACH | 1 | $ | 150.00 |
| 192 | 702610 | Portable Changeable Message Sign | EACH | 1 | $ | 5,000.00 |
| 193 | 702700 | Temporary Traffic Signal Span (refer to Section 702, SSHBC) | EACH | 1 | $ | 135,000.00 |
| 194 | 702710 | Mobile Traffic Signal System | EACH | 1 | $ | 16,500.00 |
| 195 | 703300 | Reflective Barrier Delineator | EACH | 1 | $ | 42.00 |
| 196 | 704000 | Retroreflectorized Painted Markings 4", (Layout Inclusive) | L.F. | 1 | $ | 1.10 |
| 197 | 704004 | Retroreflectorized Painted Markings 12" (Layout Inclusive) | L.F. | 1 | $ | 8.50 |
| 198 | 704099 | Temporary Retroreflectorized Painted Markings 4" | L.F. | 1 | $ | 1.10 |
| 199 | 704100 | Removable Marking Tape 4" | L.F. | 1 | $ | 2.95 |
| 200 | 704104 | Removable Marking Tape 12" | L.F. | 1 | $ | 8.50 |
| 201 | 704704 | Hot Thermoplastic Pavement Marking 24" | L.F. | 1 | $ | 150.00 |
| 202 | 704716 | Hot Thermoplastic Pavement Marking (Thru/LT) Arrow | EACH | 1 | $ | 500.00 |
| 203 | 704717 | Hot Thermoplastic Pavement Marking Right Arrow | EACH | 1 | $ | 500.00 |
| 204 | 704718 | Hot Thermoplastic Pavement Marking Left Arrow | EACH | 1 | $ | 500.00 |
| 205 | 704719 | Hot Thermoplastic Pavement Marking Thru Arrow | EACH | 1 | $ | 500.00 |
| 206 | 704720 | Hot Thermoplastic Pavement Marking Word (Only) | EACH | 1 | $ | 500.00 |
| 207 | 704728 | Hot Thermoplastic Pavement Marking Yield Line | L.F. | 1 | $ | 150.00 |
| 208 | 704734 | Hot Thermoplastic Pavement Marking Sharrow Symbol | EACH | 1 | $ | 500.00 |
| 209 | 704738 | Hot Thermoplastic Pavement Marking Word (Yield) | EACH | 1 | $ | 500.00 |
| 210 | 704754 | Hot Thermoplastic Stripe 4” | L.F. | 1 | $ | 100.00 |
| 211 | 704754A | Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape | L.F. | 1 | $ | 6.75 |
| 212 | 704762 | Hot Thermoplastic Stripe 12” | L.F. | 1 | $ | 125.00 |
| 213 | 704762A | Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape | L.F. | 1 | $ | 20.50 |
| 214 | 704764 | Hot Thermoplastic Stripe 24” | L.F. | 1 | $ | 150.00 |
| 215 | 704764A | Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape | L.F. | 1 | $ | 40.50 |
| 216 | 704765 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape | EACH | 1 | $ | 1,265.00 |
| 217 | 704766 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape | EACH | 1 | $ | 1,265.00 |
| 218 | 704767 | Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape | EACH | 1 | $ | 775.00 |
| 219 | 704768 | Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape | EACH | 1 | $ | 775.00 |
| 220 | 704769 | Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape | EACH | 1 | $ | 550.00 |
| 221 | 704770 | Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape | EACH | 1 | $ | 1,145.00 |
| 222 | 704771 | Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape | EACH | 1 | $ | 1,375.00 |
| 223 | 704774 | Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape | EACH | 1 | $ | 1,325.00 |
| 224 | 704775 | Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape | EACH | 1 | $ | 1,725.00 |
| 225 | 704782 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape | EACH | 1 | $ | 685.00 |
| 226 | 704784 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape | EACH | 1 | $ | 1,145.00 |
| 227 | 704870 | Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive) | EACH | 1 | $ | 16.75 |
| 228 | 706110 | Service Riser (Lighting) | EACH | 1 | $ | 4,750.00 |
| 229 | 706210 | Meter Pedestal (Lighting) | EACH | 1 | $ | 19,280.00 |
| 230 | 706420 | Light Control Cabinet-2 Circuit | EACH | 1 | $ | 25,490.00 |
| 231 | 707530 | Type V Standard, 30' | EACH | 1 | $ | 13,645.00 |
| 232 | 707540 | Type V Standard, 40' | EACH | 1 | $ | 16,800.00 |
| 233 | 707550 | Type V Standard, 50' | EACH | 1 | $ | 23,245.00 |
| 234 | 707742 | Type V Standard, 40', 2 Arms | EACH | 1 | $ | 22,980.00 |
| 235 | 707801 | Remove & Reset Type I Standard Complete | EACH | 1 | $ | 5,675.00 |
| 236 | 707810 | Remove & Reset Light Stand & Luminaire | EACH | 1 | $ | 10,175.00 |
| 237 | 707820 | Remove & Reset Traffic Signal & Mast Arm | EACH | 1 | $ | 21,645.00 |
| 238 | 709020 | Rigid Electrical Conduit 2" | L.F. | 1 | $ | 58.85 |
| 239 | 709030 | Rigid Electrical Conduit 3" | L.F. | 1 | $ | 65.75 |
| 240 | 709040 | Rigid Electrical Conduit 4" | L.F. | 1 | $ | 68.75 |
| 241 | 710000 | Electrical Pull Box (Standard) | EACH | 1 | $ | 2,745.00 |
| 242 | 710010 | Electrical Pull Box (Large) | EACH | 1 | $ | 2,865.00 |
| 243 | 711102 | Single Conductor 2 | L.F. | 1 | $ | 12.50 |
| 244 | 711230 | Single Conductor 3/0 | L.F. | 1 | $ | 30.45 |
| 245 | 716000 | Lighting Items Complete in Place (refer to Section 716, SSHBC) | L.S. | 1 | $ | 137,500.00 |
| 246 | 716701 | LED Roadway Luminaire | EACH | 1 | $ | 2,485.00 |
| 247 | 720060 | Vehicular Impact Attenuators Unit-Work Zones | EACH | 1 | $ | 145.00 |
| 248 | 721000 | Removal of Pavement Marking (Water Blasting) | L.F. | 1 | $ | 1.50 |
| 249 | 721101 | Removal of Pavement Marking Symbol (Water Blasting) | EACH | 1 | $ | 168.00 |
| 250 | 801000 | Construction Staking by Contractor (refer to Section 801, SSHBC) | L.S. | 1 | $ | 25,000.00 |
| 251 | 802000 | Post Construction Plans (refer to Section 801, SSHBC) | L.S. | 1 | $ | 10,000.00 |
| 252 | 901000 | Contractor Process Quality Control (refer to Section 801, SSHBC) | L.S. | 1 | $ | 7,500.00 |
| 253 | 901012 | Testing (refer to Section 801, SSHBC) | L.S. | 1 | $ | 15,000.00 |
| 254 | | Payment and performance bond | % | 1 | $ | 3.00 |
| | | Total Cost | | | | 1045249.9 |

GMEMULS-01 SMONCAYO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME: Michelle Vialpando<br>PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972<br>E-MAIL ADDRESS: michelle.vialpando@hubinternational.com |
| INSURED<br>GM Emulsion LLC<br>5935 Agua Fria St.<br>Santa Fe, NM 87507 | INSURER A : Selective Insurance Company of America — 12572<br>INSURER B : Builders Trust of New Mexico<br>INSURER C : Evanston Insurance Company — 35378<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X PD Ded: $1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | | S 2569261 | 4/12/2025 | 4/12/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | S 2569261 | 4/12/2025 | 4/12/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | S 2569261 | 4/12/2025 | 4/12/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 5752 | 1/1/2025 | 1/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 2,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | Leased/Rented Eqpt | | | S 2569261 | 4/12/2025 | 4/12/2026 | Ded: $1,000 / Limit: | 100,000 |
| C | Pollution/Environmen | | | CPLMOL127106 | 10/28/2024 | 10/28/2026 | 1,000,000 / | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: S100770 CIP747A Tierra Contenta Trail Extension

City of Santa Fe are included as additional insured with regards to general liability. 30 Day Notice of Cancellation is included.

**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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# THIRD PARTY NOTICE TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

POLICY NUMBER: S 2569261 **IL 79 90 08 18**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
AUTO DEALERS COVERAGE PART
BUSINESSOWNERS COVERAGE PART

The policy provisions relating to cancellation or nonrenewal as provided in the Condition Section or as amended by any applicable state cancellation endorsements are modified as follows:

If we cancel or non-renew this policy for any reason other than nonpayment of premium or at the request of or on behalf of the Named Insured, we agree that the individual person(s) or organization(s) listed in the Schedule below and the Named Insured will be notified prior to the effective date of cancellation when such notice is required in a written contract. The manner and timing of the notice will be as required by law, or the number of days shown in the Schedule below, whichever is greater. A transfer of this policy from one insurance affiliate to another within the same insurance holding group shall not be deemed a cancellation, unless prohibited by law.

If we cancel the policy for nonpayment of premium, the number of days advance notice provided to the person(s) or organization(s) listed in the Schedule below will be as required by law.

If notice is mailed, proof of mailing to the address shown in the Schedule below will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

Nothing in this endorsement shall confer additional insured status on any entity scheduled herein.

| Name of Person(s) or Organization(s) | Mailing Address | No. Of Days Notice |
|---|---|---|
| VLJM, LLC | 702 Civic Center Dr., Suite 106,<br>Oceanside, CA 93054 | 30 |
| EquipmentShare.com Inc | 5710 Bull Run Dr<br>Columbia, MO 65201 | 30 |
| City of Santa Fe | PO Box 909<br>Santa Fe, NM 87504 | 30 |
| HF Sinclair or any of its subsidiaries or their employees, officers or directors | 2323 Victory Ave., Suite 1400<br>Dallas, TX 75202 | 30 |
| ZAXIS Finance Service Americas LLC | PO Box 713276<br>Chicago, IL 60677 | 30 |

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# Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
**CG 79 88 10 23**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**A. BLANKET ADDITIONAL INSUREDS**

**1. Ongoing Operations**

**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 a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

**b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

**2. Completed Operations**

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

**a.** Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

**b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

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If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then 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 "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

**3.** The insurance afforded to the additional insureds in Paragraphs **1.** and **2.** above:

**a.** Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";

**b.** Only applies to the extent permitted by law; and

**c.** Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

**4. Exclusions**

**a.** With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" 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 site 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.

**b.** With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations,** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"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.

**5. Conditions**

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary 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

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**b.** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

**1.** The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(4)** and **(5)** of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

**a.** Personal property, including keys, in the care, custody or control of an insured; and

**b.** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

**2.** With respect this provision only, the following is added to Definition **17.** under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

**C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM**

**1.** The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

**(v)** That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

**2.** The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**D. FELLOW EMPLOYEE EXTENSION**

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

**a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

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**E. CONTRACTUAL LIABILITY (RAILROADS)**

**Definition 9.** under **SECTION V — DEFINITIONS** is amended as follows:

**1.** Paragraph **c.** is deleted in its entirety and replaced by the following:

**c.** Any easement or license agreement;

**2.** Paragraph **f.(1)** is deleted in its entirety.

**F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)**

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

**e. Contractual Liability**

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

**G. WAIVER OF GOVERNMENTAL IMMUNITY**

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

**H. DAMAGE TO PREMISES RENTED TO YOU**

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

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# GB GM Emulsion LLC Construction Contract ITB 25120

Final Audit Report 2025-08-08

| | |
|---|---|
| Created: | 2025-08-08 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzKJD3NnQNYIJh5Tip9mjYFz94cvfJRS7 |

## "GB GM Emulsion LLC Construction Contract ITB 25120" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
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Signer rawheeler@santafenm.gov entered name at signing as RW
2025-08-08 - 6:53:20 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-08-08 - 6:53:22 PM GMT - Time Source: server- IP address: 63.232.20.2

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## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Wednesday, October 9, 2024 3:39 PM
**To:** ARCHULETA, AMANDA J.
**Subject:** RE: On call small roadway trail and sidewalk ITB and Contract

Hi, it's updated. Here is the new determination. I don't think you need to send it to Horizons as their services do not match.

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687555809%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YuRJ0D4dldlhXHG9bYXr7Euk3xbhGmpNpIytNBLJTj8%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77

b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687583306%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=myhZXg6xaS2aH%2FI5N0aiPVOemjTRE1KF3lqtuURtKDI%3D&reserved=0 (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.) o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687596195%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=CprssLAgehgrz4u%2F4A%2BbEFnBPB7EqY7%2BHUQ6RDAf1MM%3D&reserved=0

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• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687661332%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=z0Jy4fibSVDlcoO2j1htS09wtXdZhwOfukMclLQtn6U%3D&reserved=0

o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-

992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687673304%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JrmpDBZIKPEI9Qj0kyFyBm1INZltJlgkToaNcpe5340%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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

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Vendor Registration and Current Procurement Opportunities:
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More Procurement, less drama ~ John Blair

-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 1:26 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

HI Travis,

I wanted to ask before I send to Horizons was this the SOW that you made the determination on?

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains

(manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verification of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work. Failure of this work

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors
The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work
The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City’s direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date Step II. Project Inspection and Development of Punch List Step III. Notice of Punch List Completion and Request of Final Inspection Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:
1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or, 4. The City's warranty or guaranty rights.

Or is it just the first paragraph?

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:58 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687717504%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=LFZMlMDDon1maXMZgjS7uuhjzLvmXOyklJJA7fe9zfw%3D&reserved=0
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-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:46 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

I will add this to Munis and send it in teams with the ITB #.

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:11 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Amanda, will please submit this in Munis? Please see the attached "ITB and RFP Submission Process."

Here is the determination:

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687727808%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan

approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-
agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687737931%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=97KDzAVUZZNT7Pk9jG7HyBwY6goRwe5hpMrcYKD3uqA%3D&reserved=0 (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.) o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687748491%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ljliOTMVKE8RtqI3jzD7C3lY4aR7py6%2BAgPNST5Hn7E%3D&reserved=0
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o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sourcewell-mn.gov%2Fcontract-search&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687800829%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=wkr4H9KoqfubxM7P2cOkekMKJiPBv%2FbODtNFJhTT3ko%3D&reserved=0

• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687812869%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtufRTw67kkCDkjM1LwHX14%3D&reserved=0
o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687824713%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=whZO6N4ae091voOzkG5KOzVmDNSyb18gdGuTImfSavg%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687836442%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=8VZEGt3zuXNw0k4YmJMCZzLMFyIC8s%2B51wB%2FSogTMcE%3D&reserved=0

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShlDV9JuEeobQL7t7SwgWUI%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, October 8, 2024 8:34 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Cc: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: On call small roadway trail and sidewalk ITB and Contract

Hello Amanda (and everyone),

Here, finally, are the edited ITB and Construction Contract for routing. I hope I got most everything and did this right!

Appreciate everyone's help. I have had a lot of input from the Streets Maintenance and Capital Projects Team on this. Very valuable process.

Please let me know if you have any questions or comments.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: WHEELER, REGINA A.
Sent: Tuesday, September 17, 2024 1:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

OMG Travis, thank you so much for fast response and new template integration! And thank you Joseph and Joann for support.

I will review soon and ask Amanda for help to submit via Teams!

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 16, 2024 5:42 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

Regina,
I moved the SOW and items to the ITB template and can continue working on it if you need me to. Otherwise, you can have someone clean it up and update the contract template. Please let me know. Kathy and JoAnn have both said their willing to help as well.

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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687858622%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=fh9WVFFMeXBO7at43hlux9eHZT7Bmbw4kPhqof%2Bf8zk%3D&reserved=0
Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687868480%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=cFYfawZgNdSX4yo1HOR5BnpFU3ZPEqLv7sa9lGc7CBY%3D&reserved=0

-----Original Message-----
From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Friday, September 13, 2024 1:51 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: Sidewalk trails and patching scope for ITB for Price Agreements

Hello Travis, Joseph and Joann,

Attached is the scope of work and bid sheet for a ITB procurement for Price Agreements for the City to use to repair sidewalks, trails and road sections. These contracts are essential for City to come into compliance with our code that says we fix sidewalks quickly after problems are reported. It is also essential to spend the $1M just appropriated by GB for sidewalk repairs.

Thank you for letting us know the next steps for this effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

# Services Offered to the City of Santa Fe (FY26)

**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

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

CITY OF SANTA FE

**Date:** August 6, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director RW (Aug 8, 2025 12:53:38 MDT)

**Subject:** Contract for On Call Small Roadway Trail and Sidewalk Construction

**Vendor Name:** EMCO

**Vendor Number:** 1254

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**ACTION:**
Request for Approval of a Construction Contract with EMCO of Santa Fe in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

**CONTRACT NUMBER:**
The FY26 Munis Contract Number is 3260119.

**BACKGROUND AND SUMMARY:**
This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This vendor, EMCO, has completed many right of way projects for the City.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to the vendor as needs arise and funding is available.

**ATTACHMENTS:**
Construction Contract
Bid Sheet
Certificate of Insurance

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project Ledger No.: Various

Budget Officer/Designee: Andy Hopkins Date: 08/15/2025
Budget Officer Comment/Exceptions: _____

**PROCUREMENT METHOD:**
The procurement method used ITB#25120 for On Call Small Roadway Trail and Sidewalk Construction

Chief Procurement Officer (CPO)/Designee: _____ Date: 08/18/2025
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: _____

**Capital Asset or Project? ☒ Yes | ☐ No**
Project Ledger Number: Various
Approval: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (Aug 15, 2025 09:58:11 MDT) Title: Accounting Manager Date: 08/15/2025
Comment/Exceptions: _____

Item #: _____
Munis Contract #: _____
ITB # 25120

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **EMCO of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the 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**

The Contractor shall perform all the work required by the Contract Documents for On Call Small Roadway Trail and Sidewalk Construction (Bid #25120) as follows:

**STATEMENT OF WORK:**

**Orders:**
Under the terms and conditions of Invitation to Bid number __25120_ ("ITB") and this contract, the City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The City's Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor's bid on the ITB, a cost summary, and a proposed schedule required to complete the assignment or task. project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The

Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

For any Task Order that requires paving of either more than 300 linear feet of lane paving or more than 1000 linear feet of sidewalk (including curb and gutter) Contractor is not authorized to proceed until Contractor receives both a signed Notice to Proceed and written approval from the City's Director of Public Works.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

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

Contractors with Other On-Call Contracts: Contractors currently awarded under separate City on-call paving contracts shall quote and be paid solely on the contract identified in the Task Order. Contractor may not transfer the Task Order to a different contract or adjust pricing based on bids submitted under this contract, unless the Public Works Director approves changing the contract used for pricing in writing. The City's Project Manager shall identify the contract by the City's Item Number or other unambiguous identifier on each Task Order.

**Price Adjustments:**
The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes 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 Director of Public Works' decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Ordershall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number

Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

**SPECIFICATIONS:**

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains (manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

To initiate work using this on-call contract, the City of Santa Fe shall provide contractor with a written scope of work and/or drawings generally defining the work to be performed for the Task Order. This document will include the City contact for the work. The Contractor shall respond with a quotation for work at a cost equal to or less than the pricing in this Price Agreement. Upon acceptance of the quotation, a Purchase Order would be issued indicating that the contractor is authorized to proceed with the work coordinating schedule with the City and permitting.

**Maintenance of Traffic**

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

**Storage of Materials**
The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

**Final Clean Up**
Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

**Compliance with Plans and Specifications**
The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

**Excavation and Coordination with Utilities**
The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify

and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work.

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

**Cooperation between Contractors**

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

**Inspection of Work**

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

**Removal of Unacceptable and Unauthorized Work**

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

**Maintenance During Construction**

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

**Failure to Maintain Project Area**
If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

**Project Closure**

Step I. Contractor Notice of Projected Substantial Completion Date
Step II. Project Inspection and Development of Punch List
Step III. Notice of Punch List Completion and Request of Final Inspection
Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.
The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

## Notice to Contractors

### 1. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

### 2. Cooperation with Utilities

2.1 For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

2.2 The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates.

An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

2.3 City Owned Facility Infrastructure Line Markings- If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

2.4 If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

2.5 Protection of Utility Infrastructure - Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

2.6 Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines

Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

**3. Restricted Work Hours**

3.1 Lane closures during peak hours (6 am to 9 am and 4 pm to 7 pm) shall be avoided whenever possible. At all times, access shall be provided to properties and businesses.

3.2 The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

**4. Performance and Payment Bond**

4.1 At the time of the bid, a bid bond is not required. However, prior to the issuance of any Contract Task Order greater than $60,000, the Contractor shall provide a performance and payment bond securing performance, labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City's Public Works Department within ten (10) working days after the issuance of a Purchase Order pursuant to a Contract Task Order. Failure to obtain the required bond will result in the Purchase Order being cancelled.

**5. Historic District Concrete Color**

5.1 All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected

"Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

5.2 For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

5.3 When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

5.4 The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made.

5.5 The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

## 6. Compaction, Material and Other Types of Testing

6.1 This work may consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each Contract Task Order.

6.2 Testing must be done by a commercial materials testing laboratory overseen and or operated by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

6.3 It will be the responsibility of the Contractor to schedule testing. The City shall be notified of the intended testing times.

6.4 Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

## 7. Mobilization

7.1 The City shall pay mobilization for each type of task on a per mile bases. The payment will be made for a one time, one way trip from the contractor's yard to the project site.

7.2 For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

## 8. Traffic Control Management

8.1 All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

8.2 Traffic control will be paid actual costs plus overhead.

8.3 Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

8.4 Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and street and sidewalk closures.

Local preference OK to use

Specs

Inset detectable warning surfaces only.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

***2.*** **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order request for quote is issued, the contractor will price work in with pricing in the contract or any amendments at the time.

**The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed five million, five hundred thousand dollars ( $5,500,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 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 **ten (10) years from date of final signature**.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor

may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

## 5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's task order 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 task order purchase 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 purchase 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 contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

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

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

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

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

All terms and conditions of the **ITB # 25046** 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

**22. Records and Financial Audit**

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

**23. Indemnification**

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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: Regina Wheeler, Public Works Director, 737 Agua Fria St, Santa Fe, NM 87501 rawheeler@santafenm.gov

To the Contractor: Katharine Fishman, Espanola Mercantile Co (EMCO), 1302 N. Riverside Dr, Espanola NM 87532
kfishman@espmerc.com

**28. Authority**

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

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion

have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the task order period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the
provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or
trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any
requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Katharine C. Fishman
Katharine C. Fishman (Jul 10, 2025 16:39 MDT)
Katharine Fishman, Manager

DATE: 07/10/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 10, 2025 17:08 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

**Bidder Instructions:**

**Items** - Bidders do not have the ability to add or delete items.

**Approx. Qty.** - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.

**UOM** (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the Comments.

**Article and Description** - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the Comments.

**Unit Price** - Bidders must provide pricing that conforms with the identified Unit Price.

**Comments** - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not

EMCO of Santa Fe LLC March 11, 2025

| Item # | Bid Item | Item description | Unit of Measure | Quantity | Unit Bid Price Written in *Number* (Dollar & Cents) | Column1 |
|---|---|---|---|---|---|---|
| 1 | 201000 | Clearning and Grubbing (refer to Section 201, SSHB) | LS | 1 | $5,000.00 | |
| 2 | 203000 | Unclassified Excavation | C.Y. | 1 | $25.00 | |
| 3 | 203100 | Borrow | C.Y. | 1 | $50.00 | |
| 4 | 203200 | Unsuitable Material Excavation (Sub-excavation) | C.Y. | 1 | $35.00 | |
| 5 | 203205 | Sub-excavation & Re-compaction | C.Y. | 1 | $35.00 | |
| 6 | 203211 | Unstable Subgrade Stabilization | S.Y. | 1 | $10.00 | |
| 7 | 207000 | Subgrade Preparation (1-500 SY/IN) | S.Y./IN | 1 | $1.50 | |
| 8 | 207000A | Subgrade Preparation (501-1,500 SY/IN) | S.Y./IN | 1 | $1.50 | |
| 9 | 207000B | Subgrade Preparation (1,501+ SY/IN) | S.Y./IN | 1 | $1.50 | |
| 10 | 208000 | Linear Grading | Mile | 1 | $7,500.00 | |
| 11 | 209000 | Blading and Reshaping | Mile | 1 | $7,500.00 | |
| 12 | 210000 | Excavation & Backfill for Major Structures | C.Y. | 1 | $35.00 | |
| 13 | 210005 | Temporary Retaining Wall/Sloping | S.F. | 1 | $50.00 | |
| 14 | 302000 | Process Placing & Compact Exterior Pavement | S.Y. | 1 | $7.50 | |
| 15 | 303015 | Base Course (1-500 SY/IN) | S.Y./IN | 1 | $2.75 | |
| 16 | 303015A | Base Course (501-1,500 SY/IN) | S.Y./IN | 1 | $2.75 | |
| 17 | 303015B | Base Course (1,501+ SY/IN) | S.Y./IN | 1 | $2.75 | |
| 18 | 303160 | Base Course 6" | S.Y. | 1 | $16.50 | |
| 19 | 405000 | Detour Pavement Construction | S.Y. | 1 | $100.00 | |
| 20 | 407000 | Asphalt Material for Tack Coat | Ton | 1 | $1,250.00 | |
| 21 | 407000A | Fog Seal for Roadway | Ton | 1 | $1,500.00 | |
| 22 | 407000B | Fog Seal for Trails | Ton | 1 | $2,000.00 | |
| 23 | 408100 | Prime Coat Material | Ton | 1 | $1,500.00 | |
| 24 | 411000 | Hot Poured Crack Sealing | LB | 1 | $5.00 | |
| 25 | 411100 | Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks) | LB | 1 | $7.50 | |
| 26 | 414000 | Cold Milling (Asphalt) (1-10,000 SY/IN) | S.Y./IN | 1 | $3.50 | |
| 27 | 414000A | Cold Milling (Asphalt) (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $3.50 | |
| 28 | 414000B | Cold Milling (Asphalt) (50,001+ SY/IN) | S.Y./IN | 1 | $3.50 | |
| 29 | 414120 | Cold Milling (Asphalt) 2" | S.Y. | 1 | $7.00 | |
| 30 | 403600 | Open Graded Friction Course Complete (5/8") | S.Y./IN | 1 | $30.00 | |
| 31 | 403701 | Open Graded Friction Course Complete | Ton | 1 | $250.00 | |
| 32 | 416000 | Minor Pavement | S.Y./IN | 1 | $15.00 | |
| 33 | 416107 | Minor Paving Type I, HMASP-III | S.Y. | 1 | $200.00 | |
| 34 | 417000 | Miscellaneous Paving | S.Y. | 1 | $200.00 | |
| 35 | 417100 | Asphalt Curb (6" Width) | L.F. | 1 | $45.00 | |
| 36 | 423250 | HMA-SP-III Complete (1-10,000 SY/IN) | S.Y./IN | 1 | $12.50 | |
| 37 | 426250A | HMA-SP-III Complete (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $12.50 | |
| 38 | 426250B | HMA-SP-III Complete (50,001+ SY/IN) | S.Y./IN | 1 | $12.50 | |
| 39 | 423283 | HMA SP-IV Complete | Ton | 1 | $200.00 | |
| 40 | 423283A | HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN) | S.Y/IN | 1 | $12.50 | |
| 41 | 423283B | HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN) | S.Y./IN | 1 | $12.50 | |
| 42 | 423283C | HMA SP-IV Complete-6422 Oil (50,001+ SY/IN) | S.Y./IN | 1 | $12.50 | |
| 43 | 451060 | Concrete Pavement – 6" (Complete-Replace in-kind dowelled & wire mesh) | S.Y./IN | 1 | $150.00 | |
| 44 | 451080 | Concrete Pavement - 8" | S.Y. | 1 | $200.00 | |
| 45 | 502030 | Drilled Shaft Foundation 30" D | L.F. | 1 | $350.00 | |
| 46 | 511000 | Structural Concrete, Class A | C.Y. | 1 | $1,500.00 | |
| 47 | 511500 | Concrete Patch Work (1/4" to ½" Thick) | S.F. | 1 | $12.50 | |
| 48 | 511501 | Stucco (Color Determined by Project) | S.F. | 1 | $15.00 | |
| 49 | 515000 | Reinforced Concrete for Minor Structures | C.Y. | 1 | $1,250.00 | |
| 50 | 516000 | Flowable Fill | C.Y. | 1 | $300.00 | |
| 51 | 531001 | Permanent Anti-Graffiti Protective Coat | S.F. | 1 | $5.00 | |
| 52 | 540060 | Reinforcing Bars Grade 60 | LB | 1 | $7.50 | |
| 53 | 541200 | Structural Steel for Miscellaneous Structures | LB | 1 | $7.50 | |
| 54 | 543002A | Metal Railing, Type D | L.F. | 1 | $450.00 | |
| 55 | 543002B | Metal Railing, Type W | L.F. | 1 | $450.00 | |
| 56 | 543002C | Metal Railing, Type Thrie | L.F. | 1 | $450.00 | |
| 57 | 570012 | 12" Culvert Pipe, Galvanized 14G | L.F. | 1 | $75.00 | |
| 58 | 570018 | 18" Culvert Pipe, Galvanized 14G | L.F. | 1 | $80.00 | |
| 59 | 570024 | 24" Culvert Pipe, Galvanized 14G | L.F. | 1 | $100.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 60 | 570025 | 24" Culvert Pipe End Section | EACH | 1 | $750.00 | |
| 61 | 570030 | 30" Culvert Pipe, Galvanized 14G | L.F. | 1 | $150.00 | |
| 62 | 570031 | 30" Culvert Pipe End Section, Galvanized 14G | EACH | 1 | $1,500.00 | |
| 63 | 570036 | 36" Culvert Pipe, Galvanized 12G | L.F. | 1 | $175.00 | |
| 64 | 570037 | 36" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $2,000.00 | |
| 65 | 570048 | 48" Culvert Pipe, Galvanized 12G | L.F. | 1 | $250.00 | |
| 66 | 570049 | 48" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $3,500.00 | |
| 67 | 570425 | 18" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $150.00 | |
| 68 | 570429 | 18" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $500.00 | |
| 69 | 570437 | 24" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $200.00 | |
| 70 | 570441 | 24" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $750.00 | |
| 71 | 571000 | 3/8" Diamond Plate | S.F. | 1 | $50.00 | |
| 72 | 601000 | Removal of Structures and Obstructions (refer to Section 601, SSHBC) | L.S | 1 | $25,000.00 | |
| 73 | 601110 | Removal of Surfacing | S.Y. | 1 | $10.00 | |
| 74 | 602010 | Riprap Class B | C.Y. | 1 | $300.00 | |
| 75 | 602030 | Riprap Class D | C.Y. | 1 | $300.00 | |
| 76 | 602060 | Riprap Class G | C.Y. | 1 | $300.00 | |
| 77 | 602200 | Gabions with rocks | C.Y. | 1 | $350.00 | |
| 78 | 603100 | Temporary Soil Stabilant | ACRE | 1 | $2,500.00 | |
| 79 | 603200 | Silt Fence | L.F. | 1 | $7.50 | |
| 80 | 603220 | Check Dam Type I | L.F. | 1 | $20.00 | |
| 81 | 603250 | Drop Inlet Protection Type I | EACH | 1 | $250.00 | |
| 82 | 603251 | Drop Inlet Protection Type II | EACH | 1 | $300.00 | |
| 83 | 603261 | Mulch Socks | L.F. | 1 | $7.50 | |
| 84 | 603262 | Composted Mulch Socks | L.F. | 1 | $10.00 | |
| 85 | 606000 | Metal Barrier W-Beam | L.F. | 1 | $75.00 | |
| 86 | 606010 | Metal Barrier Thrie - Beam | L.F. | 1 | $150.00 | |
| 87 | 606050 | Metal Barrier End Treatment (Anchorage) | EACH | 1 | $3,500.00 | |
| 88 | 606051 | End Treatment TL-3 End Terminal | EACH | 1 | $7,500.00 | |
| 89 | 606052 | End Treatment TL-2 End Terminal | EACH | 1 | $5,000.00 | |
| 90 | 606054 | End Treatment Thrie - Beam End Anchor | EACH | 1 | $5,000.00 | |
| 91 | 606499 | Post and Cable Barrier | L.F. | 1 | $35.00 | |
| 92 | 607004 | Barbed Wire Fence 4' | L.F. | 1 | $15.00 | |
| 93 | 607005 | Barbless Wire Fence 4' | L.F. | 1 | $15.00 | |
| 94 | 607026 | Chain Link Fence 5' | L.F. | 1 | $75.00 | |
| 95 | 607079 | Pedestrian/Bicycle Railing | L.F. | 1 | $500.00 | |
| 96 | 607080 | Bike Racks | EACH | 1 | $1,500.00 | |
| 97 | 607455 | Chain Link Gate, 8' X 8' | EACH | 1 | $1,500.00 | |
| 98 | 608004 | Concrete Sidewalk 4", (1-100 SY) | S.Y. | 1 | $135.00 | |
| 99 | 608004A | Concrete Sidewalk 4", (101-500 SY) | S.Y. | 1 | $135.00 | |
| 100 | 608004B | Concrete Sidewalk 4" (501+ SY) | S.Y. | 1 | $135.00 | |
| 101 | 608005 | Concrete Sidewalk 4" Colored (1-100 SY) | S.Y. | 1 | $165.00 | |
| 102 | 608005A | Concrete Sidewalk 4" Colored (101-500 SY) | S.Y. | 1 | $165.00 | |
| 103 | 608005B | Concrete Sidewalk 4" Colored (501+ SY) | S.Y. | 1 | $165.00 | |
| 104 | 608106 | Drive Pad 6" | S.Y. | 1 | $200.00 | |
| 105 | 608204 | Concrete Median Pavement 4" | S.Y. | 1 | $175.00 | |
| 106 | 608300 | Inset Detectable Warning | S.F. | 1 | $50.00 | |
| 107 | 608400 | ADA Ramp | S.Y. | 1 | $165.00 | |
| 108 | 608404 | Concrete Medium Pavement 4" (Colored & Patterned) | S.Y. | 1 | $200.00 | |
| 109 | 609200 | Header Curb | L.F. | 1 | $49.00 | |
| 110 | 609202 | 12"-18" Tall Cut-Off Wall | L.F. | 1 | $65.00 | |
| 111 | 609204 | Concrete Fillets (Valley Gutter Exclusive) | S.Y. | 1 | $175.00 | |
| 112 | 609318 | Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF) | L.F. | 1 | $49.00 | |
| 113 | 609318A | Concrete Sloped Curb and Gutter 6" X 18" (25 + LF) | L.F. | 1 | $49.00 | |
| 114 | 609318B | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF) | L.F. | 1 | $55.00 | |
| 115 | 609318C | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF) | L.F. | 1 | $55.00 | |
| 116 | 609324 | Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF) | L.F. | 1 | $49.00 | |
| 117 | 609324A | Concrete Sloped Curb and Gutter 6" X 24" (10 + LF) | L.F. | 1 | $49.00 | |
| 118 | 609324B | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF) | L.F. | 1 | $55.00 | |
| 119 | 609324C | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF) | L.F. | 1 | $55.00 | |
| 120 | 609412 | Concrete Vertical Curb & Gutter B 6"X12" | L.F. | 1 | $49.00 | |
| 121 | 609418 | Concrete Vertical Curb & Gutter B 6"X18', (1-25 LF) | L.F. | 1 | $49.00 | |
| 122 | 609418A | Concrete Vertical Curb & Gutter B 6"X18', (26-250 LF) | L.F. | 1 | $49.00 | |
| 123 | 609418B | Concrete Vertical Curb & Gutter B 6"X18', (251+ LF) | L.F. | 1 | $49.00 | |
| 124 | 609418C | Concrete Vertical Curb & Gutter B 6"X18' **Colored,** (1-25 LF) | L.F. | 1 | $55.00 | |
| 125 | 609418D | Concrete Vertical Curb & Gutter B 6"X18' **Colored,** (26-250 LF) | L.F. | 1 | $55.00 | |
| 126 | 609418E | Concrete Vertical Curb & Gutter B 6"X18' **Colored** (251+ LF) | L.F. | 1 | $55.00 | |
| 127 | 609424 | Concrete Vertical Curb & Gutter B 6" X 24" | L.F. | 1 | $49.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 128 | 609424A | Concrete Vertical Curb & Gutter B 6" X 24" **Colored** | LF. | 1 | $55.00 | |
| 129 | 609430 | Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF) | LF. | 1 | $49.00 | |
| 130 | 609430A | Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF) | LF. | 1 | $49.00 | |
| 131 | 609430B | Concrete Vertical Curb & Gutter 6" X 30", (251+ LF) | LF. | 1 | $49.00 | |
| 132 | 609430C | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF) | LF. | 1 | $55.00 | |
| 133 | 609430D | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF) | LF. | 1 | $55.00 | |
| 134 | 609430E | Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF) | LF. | 1 | $55.00 | |
| 135 | 609600 | Concrete Valley Gutter and Fillet 6" X Variable Width | LF. | 1 | $150.00 | |
| 136 | 609600A | Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width | LF. | 1 | $200.00 | |
| 137 | 609624 | Concrete Valley Gutter 6" X 24' | LF. | 1 | $50.00 | |
| 138 | 609649 | Concrete Valley Gutter 6" X 60' | LF. | 1 | $100.00 | |
| 139 | 609706 | Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF) | LF. | 1 | $49.00 | |
| 140 | 609706A | Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF) | LF. | 1 | $49.00 | |
| 141 | 609706B | Concrete Laydown Curb and Gutter 6" X 24" (251+ LF) | LF. | 1 | $49.00 | |
| 142 | 609706C | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF) | LF. | 1 | $55.00 | |
| 143 | 609706D | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF) | LF. | 1 | $55.00 | |
| 144 | 609706E | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF) | LF. | 1 | $55.00 | |
| 145 | 609999 | Concrete Curb Returns (Complete) | S.Y. | 1 | $150.00 | |
| 146 | 617003 | Video Recording | LS | 1 | $5,000.00 | |
| 147 | 618000A | Traffic Control Management (Major) | DAY | 1 | $3,500.00 | |
| 148 | 618000B | Traffic Control Management (Minor) | DAY | 1 | $2,000.00 | |
| 149 | 618011 | Public Awareness (refer to Section 618, SSHBC) | LS | 1 | $5,000.00 | |
| 150 | 621000 | Mobilization Sidewalk Less than 100 feet long | MILE | 1 | $3,500.00 | |
| 151 | 621001 | Mobilization Sidewalk Greater than 100 feet long | MILE | 1 | $3,500.00 | |
| 152 | 621002 | Mobilization Pothole Patching | MILE | 1 | $3,500.00 | |
| 153 | 621003 | Mobilization Concrete or Asphalt Trail Repair | MILE | 1 | $3,500.00 | |
| 154 | 621004 | Mobilization Pavement Milling and Filling project | MILE | 1 | $5,000.00 | |
| 155 | 621005 | Mobilization Unpaved Trail Repair | MILE | 1 | $3,500.00 | |
| 156 | 623001 | Median Drop Inlet Type I (Urban) H=3'1" to 6'0" | EACH | 1 | $15,000.00 | |
| 157 | 623045 | Median Drop Inlet (Valley/U) H=3'1" TO 6'0" | EACH | 1 | $17,500.00 | |
| 158 | 623311 | Curb Drop Inlet Type I-B to 4' | EACH | 1 | $17,500.00 | |
| 159 | 623405 | Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0" | EACH | 1 | $17,500.00 | |
| 160 | 623501 | Transverse Drop Inlet | EACH | 1 | $15,000.00 | |
| 161 | 623600 | Junction Box | EACH | 1 | $15,000.00 | |
| 162 | 623999 | Modify Existing Inlet | EACH | 1 | $12,500.00 | |
| 163 | 632000 | Class A Seeding | ACRE | 1 | $17,500.00 | |
| 164 | 632020 | Class C Seeding | ACRE | 1 | $35,000.00 | |
| 165 | 632100 | Manhole Extension | EACH | 1 | $3,500.00 | |
| 166 | 662300 | Tie to Existing Manhole | EACH | 1 | $3,500.00 | |
| 167 | 662400 | Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item) | EACH | 1 | $1,750.00 | |
| 168 | 662500 | Manhole Frame and Cover | EACH | 1 | $1,000.00 | |
| 169 | 663000 | Utility Relocations (refer to Section 663, SSHBC) | LS. | 1 | $25,000.00 | |
| 170 | 663001 | Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC) | EACH | 1 | $25,000.00 | |
| 171 | 663110 | Remove & Relocate Fire Hydrant | EACH | 1 | $7,500.00 | |
| 172 | 663850 | Water Valve Adjustment | EACH | 1 | $1,500.00 | |
| 173 | 663855 | Adjust Valve Box to Grade | EACH | 1 | $1,500.00 | |
| 174 | 664000 | Landscape Complete (refer to Section 664, SSHBC) | LS. | 1 | $25,000.00 | No project, no plans, no specs, no quantities ?! |
| 175 | 667110 | Mailbox Installation - Single | EACH | 1 | $750.00 | |
| 176 | 667209 | Crusher Fines | C.Y. | 1 | $50.00 | |
| 177 | 667210 | Landscape Gravel, (Santa Fe Brown) | S.Y./IN | 1 | $75.00 | |
| 178 | 667500 | Bollard | EACH | 1 | $500.00 | |
| 179 | 667501 | Parcing Bumpers | EACH | 1 | $150.00 | |
| 180 | 667505 | Lay New Brick Sidewalk | S.Y. | 1 | $150.00 | |
| 181 | 667510 | Remove and Reset Brick Sidewalk | S.Y. | 1 | $135.00 | |
| 182 | 667515 | Litter Receptacle | EACH | 1 | $1,000.00 | |
| 183 | 667520A | Parc Bench 6' | EACH | 1 | $1,500.00 | |
| 184 | 667520B | Parc Bench 8' | EACH | 1 | $2,000.00 | |
| 185 | 701000 | Panel Signs | S.F. | 1 | $50.00 | |
| 186 | 701030 | Remove and Reset Parel Sign | EACH | 1 | $350.00 | |
| 187 | 701100 | Steel Post and Base Post for Aluminum Panel Signs | LF. | 1 | $35.00 | |
| 188 | 701100 | Steel/Base Post for Aluminum Panel Signs | LF. | 1 | $25.00 | |
| 189 | 702000 | Construction Signing | S.F. | 1 | $25.00 | |
| 190 | 702110 | Portable Sign Support | EACH | 1 | $5.00 | per Calendar Day |
| 191 | 702320 | Vertical Panel | EACH | 1 | $5.00 | per Calendar Day |
| 192 | 702610 | Portable Changeable Message Sign | EACH | 1 | $250.00 | per Calendar Day |
| 193 | 702700 | Temporary Traffic Signal Span (refer to Section 702, SSHBC) | EACH | 1 | $125,000.00 | |
| 194 | 702710 | Mobile Traffic Signal System | EACH | 1 | $250.00 | per Calendar Day |
| 195 | 703300 | Reflective Barrier Delineator | EACH | 1 | $50.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 196 | 704000 | Retroreflectorized Painted Markings 4", (Layout Inclusive) | LF. | 1 | $1.00 | |
| 197 | 704004 | Retroreflectorized Painted Markings 12", (Layout Inclusive) | LF. | 1 | $17.50 | |
| 198 | 704099 | Temporary Retroreflectorized Painted Markings 4" | LF. | 1 | $1.00 | |
| 199 | 704100 | Removable Marking Tape 4" | LF. | 1 | $4.50 | |
| 200 | 704104 | Removable Marking Tape 12" | LF. | 1 | $10.00 | |
| 201 | 704704 | Ho: Thermoplastic Pavement Marking 24" | LF. | 1 | $13.50 | |
| 202 | 704716 | Ho: Thermoplastic Pavement Marking (Thru/LT) Arrow | EACH | 1 | $250.00 | |
| 203 | 704717 | Ho: Thermoplastic Pavement Marking Right Arrow | EACH | 1 | $250.00 | |
| 204 | 704718 | Ho: Thermoplastic Pavement Marking Left Arrow | EACH | 1 | $250.00 | |
| 205 | 704719 | Ho: Thermoplastic Pavement Marking Thru Arrow | EACH | 1 | $250.00 | |
| 206 | 704720 | Ho: Thermoplastic Pavement Marking Word (Only) | EACH | 1 | $250.00 | |
| 207 | 704728 | Ho: Thermoplastic Pavement Marking Yield Line | LF. | 1 | $35.00 | |
| 208 | 704734 | Ho: Thermoplastic Pavement Marking Sharrow Symbol | EACH | 1 | $400.00 | |
| 209 | 704738 | Ho: Thermoplastic Pavement Marking Word (Yield) | EACH | 1 | $300.00 | |
| 210 | 704754 | Ho: Thermoplastic Stripe 4" | LF. | 1 | $1.50 | |
| 211 | 704754A | Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape | LF. | 1 | $7.50 | |
| 212 | 704762 | Ho: Thermoplastic Stripe 12" | LF. | 1 | $$7.50 | |
| 213 | 704762A | Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape | LF. | 1 | $24.00 | |
| 214 | 704764 | Ho: Thermoplastic Stripe 24" | LF. | 1 | $17.50 | |
| 215 | 704764A | Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape | LF. | 1 | $45.00 | |
| 216 | 704765 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape | EACH | 1 | $1,400.00 | |
| 217 | 704766 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape | EACH | 1 | $1,400.00 | |
| 218 | 704767 | Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape | EACH | 1 | $850.00 | |
| 219 | 704768 | Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape | EACH | 1 | $850.00 | |
| 220 | 704769 | Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape | EACH | 1 | $850.00 | |
| 221 | 704770 | Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape | EACH | 1 | $1,250.00 | |
| 222 | 704771 | Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape | EACH | 1 | $1,250.00 | |
| 223 | 704774 | Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape | EACH | 1 | $1,250.00 | |
| 224 | 704775 | Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape | EACH | 1 | $1,850.00 | |
| 225 | 704782 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape | EACH | 1 | $750.00 | |
| 226 | 704784 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape | EACH | 1 | $1,250.00 | |
| 227 | 704870 | Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive) | EACH | 1 | $18.75 | |
| 228 | 706110 | Service Riser (Lighting) | EACH | 1 | $13,500.00 | |
| 229 | 706210 | Meter Pedestal (Lighting) | EACH | 1 | $16,000.00 | |
| 230 | 706420 | Light Control Cabinet-2 Circuit | EACH | 1 | $14,500.00 | |
| 231 | 707530 | Type V Standard, 30' | EACH | 1 | $7,500.00 | |
| 232 | 707540 | Type V Standard, 40' | EACH | 1 | $9,300.00 | |
| 233 | 707550 | Type V Standard, 50' | EACH | 1 | $12,500.00 | |
| 234 | 707742 | Type V Standard, 40', 2 Arms | EACH | 1 | $23,000.00 | |
| 235 | 707801 | Remove & Reset Type I Standard Complete | EACH | 1 | $4,250.00 | |
| 236 | 707810 | Remove & Reset Light Stand & Luminaire | EACH | 1 | $4,500.00 | |
| 237 | 707820 | Remove & Reset Traffic Signal & Mast Arm | EACH | 1 | $16,000.00 | |
| 238 | 709020 | Rigid Electrical Conduit 2" | LF. | 1 | $85.00 | |
| 239 | 709030 | Rigid Electrical Conduit 3" | LF. | 1 | $98.00 | |
| 240 | 709040 | Rigid Electrical Conduit 4" | LF. | 1 | $125.00 | |
| 241 | 710000 | Electrical Pull Box (Standard) | EACH | 1 | $1,800.00 | |
| 242 | 710010 | Electrical Pull Box (Large) | EACH | 1 | $1,900.00 | |
| 243 | 711102 | Single Conductor 2 | LF. | 1 | $32.00 | |
| 244 | 711230 | Single Conductor 3/0 | LF. | 1 | $54.00 | |
| 245 | 716000 | Lighting Items Complete in Place (refer to Section 716, SSHBC) | L.S. | 1 | $14,000.00 | Nc Plans, no quantities, no specs ?? |
| 246 | 716701 | LED Roadway Luminaire | EACH | 1 | $600.00 | |
| 247 | 720060 | Vehicular Impact Attenuators Unit-Work Zones | EACH | 1 | $200.00 | per Calendar Day |
| 248 | 721000 | Removal of Pavement Marking (Water Blasting) | LF. | 1 | $2.00 | |
| 249 | 721101 | Removal of Pavement Marking Symbol (Water Blasting) | EACH | 1 | $200.00 | |
| 250 | 801000 | Construction Staking by Contractor (refer to Section 801, SSHBC) | L.S. | 1 | $25,000.00 | |
| 251 | 802000 | Post Construction Plans (refer to Section 801, SSHBC) | L.S. | 1 | $10,000.00 | |
| 252 | 901000 | Contractor Process Quality Control (refer to Section 801, SSHBC) | L.S. | 1 | $25,000.00 | |
| 253 | 901012 | Testing (refer to Section 801, SSHBC) | L.S. | 1 | $25,000.00 | |
| 254 | | Payment and performance bond | % | 1 | $0.02 | 1.50% |
| | | Total Cost | | | $769,75 .02 | |

ESPAMER-01 TMCINTURFF

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Teresa McInturff<br>PHONE (A/C, No, Ext): (520) 348-2631 4956 FAX (A/C, No): (866) 745-6430<br>E-MAIL ADDRESS: Teresa.McInturff@hubinternational.com |
| INSURED<br>EMCO of Santa Fe, LLC<br>3810 Oliver Rd<br>Santa Fe, NM 87507 | INSURER A : The Phoenix Insurance Company — 25623<br>INSURER B : St. Paul Protective Insurance Company — 19224<br>INSURER C : Travelers Property Casualty Company of America — 25674<br>INSURER D : The Travelers Indemnity Company — 25658<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | | Y-630-3X719568-PHX-23 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 0<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | 810-3X633773-23-14-G | 12/31/2024 | 12/31/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | EX-5X490882-23-14 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-6X247578-24-14-G | 1/1/2025 | 1/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB: All City of Santa Fe Jobs

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87507

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ESPAMER-01 TMCINTURFF

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (SOW) | | EMCO of Santa Fe, LLC<br>3810 Oliver Rd<br>Santa Fe, NM 87507 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
**City of Santa Fe is listed as additional insured.**

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# GB EMCO of Santa Fe Construction Contract ITB 25120

Final Audit Report 2025-08-08

| | |
|---|---|
| Created: | 2025-08-08 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAWuKvJy09s_xbAfAgmlMDjWD2Ld_C1hE6 |

## "GB EMCO of Santa Fe Construction Contract ITB 25120" Histor y

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2025-08-08 - 6:18:41 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-08-08 - 6:19:32 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-08-08 - 6:53:30 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-08-08 - 6:53:36 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-08-08 - 6:53:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-08 - 6:53:38 PM GMT

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## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Wednesday, October 9, 2024 3:39 PM
**To:** ARCHULETA, AMANDA J.
**Subject:** RE: On call small roadway trail and sidewalk ITB and Contract

Hi, it's updated. Here is the new determination. I don't think you need to send it to Horizons as their services do not match.

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687555809%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YuRJ0D4dldlhXHG9bYXr7Euk3xbhGmpNpIytNBLJTj8%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77

b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687583306%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=myhZXg6xaS2aH%2FI5N0aiPVOemjTRE1KF3lqtuURtKDI%3D&reserved=0 (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.) o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687596195%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=CprssLAgehgrz4u%2F4A%2BbEFnBPB7EqY7%2BHUQ6RDAf1MM%3D&reserved=0

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o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sourcewell-mn.gov%2Fcontract-search&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687650462%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=eILYcuKExgbabeXXsaWPZFldFPH50FoJYqxgILduxKI%3D&reserved=0

• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687661332%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=z0Jy4fibSVDlcoO2j1htS09wtXdZhwOfukMclLQtn6U%3D&reserved=0

o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-

992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687673304%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JrmpDBZIKPEI9Qj0kyFyBm1INZltJlgkToaNcpe5340%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687694880%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YK2tAQrPw860ccLxvx55pAYLI%2BnWHe%2B2ch2u%2BZVuQvU%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 1:26 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

HI Travis,

I wanted to ask before I send to Horizons was this the SOW that you made the determination on?

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains

(manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verification of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work. Failure of this work

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors
The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work
The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City’s direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date Step II. Project Inspection and Development of Punch List Step III. Notice of Punch List Completion and Request of Final Inspection Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:
1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or, 4. The City's warranty or guaranty rights.

Or is it just the first paragraph?

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:58 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687717504%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=LFZMlMDDon1maXMZgjS7uuhjzLvmXOyklJJA7fe9zfw%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:46 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

I will add this to Munis and send it in teams with the ITB #.

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:11 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Amanda, will please submit this in Munis? Please see the attached "ITB and RFP Submission Process."

Here is the determination:

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687727808%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan

approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-
agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687737931%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=97KDzAVUZZNT7Pk9jG7HyBwY6goRwe5hpMrcYKD3uqA%3D&reserved=0 (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.) o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687748491%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ljliOTMVKE8RtqI3jzD7C3lY4aR7py6%2BAgPNST5Hn7E%3D&reserved=0
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o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.h-
gac.com%2FHome&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687779236%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=SutEt8I2vFsWmCofkmQwsiogUU4x8wgwFUGwaNCxMK0%3D&reserved=0
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https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gsaelibrary.gsa.gov%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687789049%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=omunVhCFRueBrHs3D%2BlvsPbwpj8uia92nSF4tEDn9mM%3D&reserved=0
o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sourcewell-mn.gov%2Fcontract-search&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687800829%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=wkr4H9KoqfubxM7P2cOkekMKJiPBv%2FbODtNFJhTT3ko%3D&reserved=0

• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687812869%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtufRTw67kkCDkjM1LwHX14%3D&reserved=0
o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687824713%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=whZO6N4ae091voOzkG5KOzVmDNSyb18gdGuTImfSavg%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687836442%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=8VZEGt3zuXNw0k4YmJMCZzLMFyIC8s%2B51wB%2FSogTMcE%3D&reserved=0

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShlDV9JuEeobQL7t7SwgWUI%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, October 8, 2024 8:34 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Cc: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: On call small roadway trail and sidewalk ITB and Contract

Hello Amanda (and everyone),

Here, finally, are the edited ITB and Construction Contract for routing. I hope I got most everything and did this right!

Appreciate everyone's help. I have had a lot of input from the Streets Maintenance and Capital Projects Team on this. Very valuable process.

Please let me know if you have any questions or comments.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: WHEELER, REGINA A.
Sent: Tuesday, September 17, 2024 1:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

OMG Travis, thank you so much for fast response and new template integration! And thank you Joseph and Joann for support.

I will review soon and ask Amanda for help to submit via Teams!

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 16, 2024 5:42 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

Regina,
I moved the SOW and items to the ITB template and can continue working on it if you need me to. Otherwise, you can have someone clean it up and update the contract template. Please let me know. Kathy and JoAnn have both said their willing to help as well.

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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687858622%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=fh9WVFFMeXBO7at43hlux9eHZT7Bmbw4kPhqof%2Bf8zk%3D&reserved=0
Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687868480%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=cFYfawZgNdSX4yo1HOR5BnpFU3ZPEqLv7sa9lGc7CBY%3D&reserved=0

-----Original Message-----
From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Friday, September 13, 2024 1:51 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: Sidewalk trails and patching scope for ITB for Price Agreements

Hello Travis, Joseph and Joann,

Attached is the scope of work and bid sheet for a ITB procurement for Price Agreements for the City to use to repair sidewalks, trails and road sections. These contracts are essential for City to come into compliance with our code that says we fix sidewalks quickly after problems are reported. It is also essential to spend the $1M just appropriated by GB for sidewalk repairs.

Thank you for letting us know the next steps for this effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

CITY OF SANTA FE

**Date:** August 6, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director RW (Aug 8, 2025 12:53:38 MDT)

**Subject:** Contract for On Call Small Roadway Trail and Sidewalk Construction

**Vendor Name:** EMCO

**Vendor Number:** 1254

---

**ACTION:**
Request for Approval of a Construction Contract with EMCO of Santa Fe in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

**CONTRACT NUMBER:**
The FY26 Munis Contract Number is 3260119.

**BACKGROUND AND SUMMARY:**
This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This vendor, EMCO, has completed many right of way projects for the City.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to the vendor as needs arise and funding is available.

**ATTACHMENTS:**
Construction Contract
Bid Sheet
Certificate of Insurance

CITY OF SANTA FE

**Date:** August 8, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director RW (Aug 8, 2025 12:52:43 MDT)

**Subject:** Contract for On Call Small Roadway Trail and Sidewalk Construction

**Vendor Name:** Jaypen Construction LLC

**Vendor Number:** **10912**

---

**ACTION:**
Request for Approval of a Construction Contract with Jaypen Construction LLC in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

**CONTRACT NUMBER:**
The FY26 Munis Contract Number is 3260126.

**BACKGROUND AND SUMMARY:**
This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This is the City's first construction contract with Jaypen Construction. They have completed small projects via three quote procurement and performed well.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to the vendor as needs arise and funding is available.

**ATTACHMENTS:**
Construction Contract
Bid Sheet
Certificate of Insurance

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project Ledger No.: Various

Budget Officer/Designee: Andy Hopkins Date: 08/15/2025
Budget Officer Comment/Exceptions: _____

**PROCUREMENT METHOD:**
The procurement method used ITB#25120 for On Call Small Roadway Trail and Sidewalk Construction

Chief Procurement Officer (CPO)/Designee: _____ Date: 08/19/2025
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: _____

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

Item #: _____
Munis Contract #: _____
ITB # 25120

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Jaypen 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**

The Contractor shall perform all the work required by the Contract Documents for On Call Small Roadway Trail and Sidewalk Construction (Bid #25120) as follows:

## STATEMENT OF WORK:

**Orders:**

Under the terms and conditions of Invitation to Bid number __25120_ ("ITB") and this contract, the City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The City's Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor's bid on the ITB, a cost summary, and a proposed schedule required to complete the assignment or task. project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The

Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

For any Task Order that requires paving of either more than 300 linear feet of lane paving or more than 1000 linear feet of sidewalk (including curb and gutter) Contractor is not authorized to proceed until Contractor receives both a signed Notice to Proceed and written approval from the City's Director of Public Works.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

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

Contractors with Other On-Call Contracts: Contractors currently awarded under separate City on-call paving contracts shall quote and be paid solely on the contract identified in the Task Order. Contractor may not transfer the Task Order to a different contract or adjust pricing based on bids submitted under this contract, unless the Public Works Director approves changing the contract used for pricing in writing. The City's Project Manager shall identify the contract by the City's Item Number or other unambiguous identifier on each Task Order.

**Price Adjustments:**
The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes 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 Director of Public Works' decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Ordershall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number

Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

**SPECIFICATIONS:**

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains (manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

To initiate work using this on-call contract, the City of Santa Fe shall provide contractor with a written scope of work and/or drawings generally defining the work to be performed for the Task Order. This document will include the City contact for the work. The Contractor shall respond with a quotation for work at a cost equal to or less than the pricing in this Price Agreement. Upon acceptance of the quotation, a Purchase Order would be issued indicating that the contractor is authorized to proceed with the work coordinating schedule with the City and permitting.

**Maintenance of Traffic**

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

**Storage of Materials**
The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

**Final Clean Up**
Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

**Compliance with Plans and Specifications**
The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

**Excavation and Coordination with Utilities**
The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify

and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work.

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

**Cooperation between Contractors**

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

**Inspection of Work**

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

**Removal of Unacceptable and Unauthorized Work**

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

**Maintenance During Construction**

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

**Failure to Maintain Project Area**
If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

**Project Closure**

Step I. Contractor Notice of Projected Substantial Completion Date
Step II. Project Inspection and Development of Punch List
Step III. Notice of Punch List Completion and Request of Final Inspection
Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.
The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

## Notice to Contractors

### 1. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

### 2. Cooperation with Utilities

2.1 For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

2.2 The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates.

An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

2.3 City Owned Facility Infrastructure Line Markings- If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

2.4 If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

2.5 Protection of Utility Infrastructure - Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

2.6 Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines

Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

**3. Restricted Work Hours**

3.1 Lane closures during peak hours (6 am to 9 am and 4 pm to 7 pm) shall be avoided whenever possible. At all times, access shall be provided to properties and businesses.

3.2 The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

**4. Performance and Payment Bond**

4.1 At the time of the bid, a bid bond is not required. However, prior to the issuance of any Contract Task Order greater than $60,000, the Contractor shall provide a performance and payment bond securing performance, labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City's Public Works Department within ten (10) working days after the issuance of a Purchase Order pursuant to a Contract Task Order. Failure to obtain the required bond will result in the Purchase Order being cancelled.

**5. Historic District Concrete Color**

5.1 All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected

"Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

5.2 For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

5.3 When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

5.4 The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made.

5.5 The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

## 6. Compaction, Material and Other Types of Testing

6.1 This work may consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each Contract Task Order.

6.2 Testing must be done by a commercial materials testing laboratory overseen and or operated by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

6.3 It will be the responsibility of the Contractor to schedule testing. The City shall be notified of the intended testing times.

6.4 Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

## 7. Mobilization

7.1 The City shall pay mobilization for each type of task on a per mile bases. The payment will be made for a one time, one way trip from the contractor's yard to the project site.

7.2 For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

## 8. Traffic Control Management

8.1 All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

8.2 Traffic control will be paid actual costs plus overhead.

8.3 Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

8.4 Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and street and sidewalk closures.

Local preference OK to use

Specs

Inset detectable warning surfaces only.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

***2.*** **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order request for quote is issued, the contractor will price work in with pricing in the contract or any amendments at the time.

**The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed five million, five hundred thousand dollars ( $5,500,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 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 **ten (10) years from date of final signature**.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor

may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

## 5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's task order 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 task order purchase 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 purchase 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 contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

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

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

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

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

All terms and conditions of the **ITB # 25046** 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

**22. Records and Financial Audit**

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

**23. Indemnification**

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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: Regina Wheeler, Public Works Director, 737 Agua Fria St, Santa Fe, NM 87501 rawheeler@santafenm.gov

To the Contractor: Jeremy Martinez, Jaypen Construction LLC,
101 B Paseo Nopal, Santa Fe, NM 87507
cherroJM22@gmail.com

**28. Authority**

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

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial

Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the task order period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the
provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or
trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any
requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Jeremy Martinez (Jul 13, 2025 20:37 MDT)
Jeremy Martinez, President

DATE: 07/13/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 14, 2025 09:28 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

**Bidder Instructions:**
**Items** - Bidders do not have the ability to add or delete items.
**Approx. Qty.** - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.
**UOM** (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the Comments.
**Article and Description** - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the Comments.
**Unit Price** - Bidders must provide pricing that conforms with the identified Unit Price.
**Comments** - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the items, including variations in pricing for an item, are not

| Item # | Bid Item | Item description | Unit of Measure | Quantity | Unit Bid Price Written in *Numbers* (Dollar & Cents) |
|---|---|---|---|---|---|
| **1** | 201000 | Clearning and Grubbing (refer to Section 201, SSHB) | **L.S** | **1** | **$10,000** |
| **2** | 203000 | Unclassified Excavation | C.Y. | 1 | $25.00 |
| **3** | 203100 | Borrow | C.Y. | 1 | $30.00 |
| **4** | 203200 | Unsuitable Material Excavation (Sub-excavation) | C.Y. | 1 | $31.00 |
| **5** | 203205 | Sub-excavation & Re-compaction | C.Y. | 1 | $40.00 |
| **6** | 203211 | Unstable Subgrade Stabilization | S.Y. | 1 | $26.00 |
| **7** | 207000 | Subgrade Preparation (1-500 SY/IN) | S.Y./IN | 1 | $8.00 |
| **8** | 207000A | Subgrade Preparation (501-1,500 SY/IN) | S.Y./IN | 1 | $7.00 |
| **9** | 207000B | Subgrade Preparation (1,501+ SY/IN) | S.Y./IN | 1 | $6.00 |
| **10** | 208000 | Linear Grading | Mile | 1 | $8,000.00 |
| **11** | 209000 | Blading and Reshaping | Mile | 1 | $8,000.00 |
| **12** | 210000 | Excavation & Backfill for Major Structures | C.Y. | 1 | $400.00 |
| **13** | 210005 | Temporary Retaining Wall/Sloping | S.F. | 1 | $100.00 |
| **14** | 302000 | Process Placing & Compact Exterior Pavement | S.Y. | 1 | $8.50 |
| **15** | 303015 | Base Course (1-500 SY/IN) | S.Y./IN | 1 | $4.00 |
| **16** | 303015A | Base Course (501-1,500 SY/IN) | S.Y./IN | 1 | $3.90 |
| **17** | 303015B | Base Course (1,501+ SY/IN) | S.Y./IN | 1 | $3.80 |
| **18** | 303160 | Base Course 6" | S.Y. | 1 | $18.50 |
| **19** | 405000 | Detour Pavement Construction | S.Y. | 1 | $135.00 |
| **20** | 407000 | Asphalt Material for Tack Coat | Ton | 1 | $1,300.00 |
| **21** | 407000A | Fog Seal for Roadway | Ton | 1 | $1,500.00 |
| **22** | 407000B | Fog Seal for Trails | Ton | 1 | $1,800.00 |
| **23** | 408100 | Prime Coat Material | Ton | 1 | $1,200.00 |
| **24** | 411000 | Hot Poured Crack Sealing | LB | 1 | $4.15 |
| **25** | 411100 | Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks) | LB | 1 | $5.40 |
| **26** | 414000 | Cold Milling (Asphalt) (1-10,000 SY/IN) | S.Y./IN | 1 | $2.55 |
| **27** | 414000A | Cold Milling (Asphalt) (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $2.55 |
| **28** | 414000B | Cold Milling (Asphalt) (50,001+ SY/IN) | S.Y./IN | 1 | $2.55 |
| **29** | 414120 | Cold Milling (Asphalt) 2" | S.Y. | 1 | $9.00 |
| **30** | 403600 | Open Graded Friction Course Complete (5/8") | S.Y./IN | 1 | $32.50 |
| **31** | 403701 | Open Graded Friction Course Complete | Ton | 1 | $200.00 |
| **32** | 416000 | Minor Pavement | S.Y./IN | 1 | $21.00 |
| **33** | 416107 | Minor Paving Type I, HMASP-III | S.Y. | 1 | $205.00 |
| **34** | 417000 | Miscellaneous Paving | S.Y. | 1 | $205.00 |
| **35** | 417100 | Asphalt Curb (6" Width) | L.F. | 1 | $65.00 |
| **36** | 423250 | HMA-SP-III Complete (1-10,000 SY/IN) | S.Y./IN | 1 | $17.00 |
| **37** | 426250A | HMA-SP-III Complete (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $17.00 |
| **38** | 426250B | HMA-SP-III Complete (50,001+ SY/IN) | S.Y./IN | 1 | $17.00 |
| **39** | 423283 | HMA SP-IV Complete | Ton | 1 | $235.00 |
| **40** | 423283A | HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN) | S.Y/IN | 1 | $18.00 |
| **41** | 423283B | HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN) | S.Y./IN | 1 | $18.00 |
| **42** | 423283C | HMA SP-IV Complete-6422 Oil (50,001+ SY/IN) | S.Y./IN | 1 | $18.00 |
| **43** | 451060 | Concrete Pavement – 6" (Complete-Replace in-kind dowelled & wire mesh) | S.Y./IN | 1 | $250.00 |
| **44** | 451080 | Concrete Pavement - 8" | S.Y. | 1 | $315.00 |
| **45** | 502030 | Drilled Shaft Foundation 30" D | L.F. | 1 | $375.00 |
| **46** | 511000 | Structural Concrete, CL A | C.Y. | 1 | $1,950.00 |
| **47** | 511500 | Concrete Patch Work (1/4" to ½" Thick) | S.F. | 1 | $180.00 |
| **48** | 511501 | Stucco (Color Determined by Project) | S.F. | 1 | $12.00 |
| **49** | 515000 | Reinforced Concrete for Minor Structures | C.Y. | 1 | $1,900.00 |
| **50** | 516000 | Flowable Fill | C.Y. | 1 | $380.00 |
| **51** | 531001 | Permanent Anti-Graffiti Protective Coat | S.F. | 1 | $8.00 |
| **52** | 540060 | Reinforcing Bars Grade 60 | LB | 1 | $2.75 |
| **53** | 541200 | Structural Steel for Miscellaneous Structures | LB | 1 | $4.50 |
| **54** | 543002A | Metal Railing, Type D | L.F. | 1 | $475.00 |
| **55** | 543002B | Metal Railing, Type W | L.F | 1 | $475.00 |
| **56** | 543002C | Metal Railing, Type Thrie | L.F. | 1 | $495.00 |
| **57** | 570012 | 12" Culvert Pipe, Galvanized 14G | L.F. | 1 | $85.00 |
| **58** | 570018 | 18" Culvert Pipe, Galvanized 14G | L.F. | 1 | $105.00 |
| **59** | 570024 | 24" Culvert Pipe, Galvanized 14G | L.F. | 1 | $125.00 |
| **60** | 570025 | 24" Culvert Pipe End Section | EACH | 1 | $850.00 |
| **61** | 570030 | 30" Culvert Pipe, Galvanized 14G | L.F. | 1 | $150.00 |
| **62** | 570031 | 30" Culvert Pipe End Section, Galvanized 14G | EACH | 1 | $1,750.00 |
| **63** | 570036 | 36" Culvert Pipe, Galvanized 12G | L.F. | 1 | $205.00 |
| **64** | 570037 | 36" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $2,200.00 |
| **65** | 570048 | 48" Culvert Pipe, Galvanized 12G | L.F. | 1 | $260.00 |
| **66** | 570049 | 48" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $4,500.00 |
| **67** | 570425 | 18" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $130.00 |
| **68** | 570429 | 18" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $600.00 |
| **69** | 570437 | 24" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Aluminized Steel | L.F. | 1 | $220.00 |
| **70** | 570441 | 24" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal, 14G Aluminized Steel | EACH | 1 | $850.00 |
| **71** | 571000 | 3/8" Diamond Plate | S.F. | 1 | $37.00 |
| **72** | 601000 | Removal of Structures and Obstructions (refer to Section 601, SSHBC) | L.S | 1 | $35,000.00 |
| **73** | 601110 | Removal of Surfacing | S.Y. | 1 | $8.00 |
| **74** | 602010 | Riprap Class B | C.Y. | 1 | $280.00 |
| **75** | 602030 | Riprap Class D | C.Y. | 1 | $280.00 |
| **76** | 602060 | Riprap Class G | C.Y. | 1 | $280.00 |
| **77** | 602200 | Gabions with rocks | C.Y. | 1 | $400.00 |
| **78** | 603100 | Temporary Soil Stabilant | ACRE | 1 | $2,000.00 |
| **79** | 603200 | Silt Fence | L.F. | 1 | $8.00 |
| **80** | 603220 | Check Dam Type I | L.F. | 1 | $35.00 |
| **81** | 603250 | Drop Inlet Protection Type I | EACH | 1 | $250.00 |
| **82** | 603251 | Drop Inlet Protection Type II | EACH | 1 | $250.00 |
| **83** | 603261 | Mulch Socks | L.F. | 1 | $9.00 |
| **84** | 603262 | Composted Mulch Socks | L.F. | 1 | $9.00 |
| **85** | 606000 | Metal Barrier W-Beam | L.F. | 1 | $62.00 |
| **86** | 606010 | Metal Barrier Thrie - Beam | L.F. | 1 | $150.00 |
| **87** | 606050 | Metal Barrier End Treatment (Anchorage) | EACH | 1 | $3,500.00 |
| **88** | 606051 | End Treatment TL-3 End Terminal | EACH | 1 | $5,200.00 |
| **89** | 606052 | End Treatment TL-2 End Terminal | EACH | 1 | $4,300.00 |
| **90** | 606054 | End Treatment Thrie - Beam End Anchor | EACH | 1 | $5,200.00 |
| **91** | 606499 | Post and Cable Barrier | L.F. | 1 | $65.00 |
| **92** | 607004 | Barbed Wire Fence 4' | L.F. | 1 | $6.00 |
| **93** | 607005 | Barbless Wire Fence 4' | L.F. | 1 | $6.00 |
| **94** | 607026 | Chain Link Fence 6' | L.F. | 1 | $70.00 |
| **95** | 607079 | Pedestrian/Bicycle Railing | L.F. | 1 | $250.00 |
| **96** | 607080 | Bike Racks | EACH | 1 | $1,500.00 |
| **97** | 607455 | Chain Link Gate, 8' X 8' | EACH | 1 | $1,500.00 |
| **98** | 608004 | Concrete Sidewalk 4", (1-100 SY) | S.Y. | 1 | $150.00 |
| **99** | 608004A | Concrete Sidewalk 4", (101-500 SY) | S.Y. | 1 | $145.00 |
| **100** | 608004B | Concrete Sidewalk 4" (501+ SY) | S.Y. | 1 | $140.00 |

| | | | | | |
|---|---|---|---|---|---|
| 101 | 608005 | Concrete Sidewalk 4" Colored (1-100 SY) | S.Y. | 1 | $160.00 |
| 102 | 608005A | Concrete Sidewalk 4" Colored (101-500 SY) | S.Y. | 1 | $155.00 |
| 103 | 608005B | Concrete Sidewalk 4" Colored (501+ SY) | S.Y. | 1 | $150.00 |
| 104 | 608106 | Drive Pad 6" | S.Y. | 1 | $165.00 |
| 105 | 608204 | Concrete Median Pavement 4" | S.Y. | 1 | $150.00 |
| 106 | 608300 | Inset Detectable Warning | S.F. | 1 | $75.00 |
| 107 | 608400 | ADA Ramp | S.Y. | 1 | $5,000.00 |
| 108 | 608404 | Concrete Medium Pavement 4" (Colored & Patterned) | S.Y. | 1 | $175.00 |
| 109 | 609200 | Header Curb | L.F. | 1 | $40.00 |
| 110 | 609202 | 12"-18" Tall Cut-Off Wall | L.F. | 1 | $60.00 |
| 111 | 609204 | Concrete Fillets (Valley Gutter Exclusive) | S.Y. | 1 | $155.00 |
| 112 | 609318 | Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF) | L.F. | 1 | $50.00 |
| 113 | 609318A | Concrete Sloped Curb and Gutter 6" X 18" (251+ LF) | L.F. | 1 | $48.00 |
| 114 | 609318B | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF) | L.F. | 1 | $53.00 |
| 115 | 609318C | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF) | L.F. | 1 | $50.00 |
| 116 | 609324 | Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF) | L.F. | 1 | $55.00 |
| 117 | 609324A | Concrete Sloped Curb and Gutter 6" X 24" (101+ LF) | L.F. | 1 | $50.00 |
| 118 | 609324B | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF) | L.F. | 1 | $58.00 |
| 119 | 609324C | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF) | L.F. | 1 | $56.00 |
| 120 | 609412 | Concrete Vertical Curb & Gutter B 6"X12" | L.F. | 1 | $42.00 |
| 121 | 609418 | Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF) | L.F. | 1 | $56.00 |
| 122 | 609418A | Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF) | L.F. | 1 | $54.00 |
| 123 | 609418B | Concrete Vertical Curb & Gutter B 6"X18", (251+ LF) | L.F. | 1 | $52.00 |
| 124 | 609418C | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF) | L.F. | 1 | $62.00 |
| 125 | 609418D | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF) | L.F. | 1 | $60.00 |
| 126 | 609418E | Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF) | L.F. | 1 | $58.00 |
| 127 | 609424 | Concrete Vertical Curb & Gutter B 6" X 24" | L.F. | 1 | $55.00 |
| 128 | 609424A | Concrete Vertical Curb & Gutter B 6" X 24" **Colored** | L.F. | 1 | $60.00 |
| 129 | 609430 | Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF) | L.F. | 1 | $65.00 |
| 130 | 609430A | Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF) | L.F. | 1 | $62.00 |
| 131 | 609430B | Concrete Vertical Curb & Gutter 6" X 30", (251+ LF) | L.F. | 1 | $60.00 |
| 132 | 609430C | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF) | L.F. | 1 | $70.00 |
| 133 | 609430D | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF) | L.F. | 1 | $68.00 |
| 134 | 609430E | Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF) | L.F. | 1 | $66.00 |
| 135 | 609600 | Concrete Valley Gutter and Fillet 6" X Variable Width | L.F. | 1 | $155.00 |
| 136 | 609600A | Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width | L.F. | 1 | $160.00 |
| 137 | 609624 | Concrete Valley Gutter 6" X 24" | L.F. | 1 | $55.00 |
| 138 | 609649 | Concrete Valley Gutter 6" X 60" | L.F. | 1 | $100.00 |
| 139 | 609706 | Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF) | L.F. | 1 | $53.00 |
| 140 | 609706A | Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF) | L.F. | 1 | $51.00 |
| 141 | 609706B | Concrete Laydown Curb and Gutter 6" X 24" (251+ LF) | L.F. | 1 | $49.00 |
| 142 | 609706C | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF) | L.F. | 1 | $58.00 |
| 143 | 609706D | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF) | L.F. | 1 | $56.00 |
| 144 | 609706E | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF) | L.F. | 1 | $54.00 |
| 145 | 609999 | Concrete Curb Returns (Complete) | S.Y. | 1 | $150.00 |
| 146 | 617003 | Video Recording | L.S | 1 | $1,000.00 |
| 147 | 618000A | Traffic Control Management (Major) | DAY | 1 | $2,250.00 |
| 148 | 618000B | Traffic Control Management (Minor) | DAY | 1 | $1,300.00 |
| 149 | 618011 | Public Awareness (refer to Section 618, SSHBC) | L.S | 1 | $350.00 |
| 150 | 621000 | Mobilization Sidewalk Less than 100 feet long | MILE | 1 | $1,200.00 |
| 151 | 621001 | Mobilization Sidewalk Greater than 100 feet long | MILE | 1 | $1,300.00 |
| 152 | 621002 | Mobilization Pothole Patching | MILE | 1 | $1,500.00 |
| 153 | 621003 | Mobilization Concrete or Asphalt Trail Repair | MILE | 1 | $1,250.00 |
| 154 | 621004 | Mobilization Pavement Milling and Filling project | MILE | 1 | $1,500.00 |
| 155 | 621005 | Mobilization Unpaved Trail Repair | MILE | 1 | $1,250.00 |
| 156 | 623001 | Median Drop Inlet Type I (Urban) H=3'1" to 6'0" | EACH | 1 | $20,000.00 |
| 157 | 623045 | Median Drop Inlet (Valley/U) H=3'1" TO 6'0" | EACH | 1 | $20,000.00 |
| 158 | 623311 | Curb Drop Inlet Type 1-B to 4' | EACH | 1 | $30,000.00 |
| 159 | 623405 | Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0" | EACH | 1 | $25,000.00 |
| 160 | 623501 | Transverse Drop Inlet | EACH | 1 | $30,000.00 |
| 161 | 623600 | Junction Box | EACH | 1 | $8,500.00 |
| 162 | 623999 | Modify Existing Inlet | EACH | 1 | $14,000.00 |
| 163 | 632000 | Class A Seeding | ACRE | 1 | $17,000.00 |
| 164 | 632020 | Class C Seeding | ACRE | 1 | $37,000.00 |
| 165 | 632100 | Manhole Extension | EACH | 1 | $2,700.00 |
| 166 | 662300 | Tie to Existing Manhole | EACH | 1 | $4,000.00 |
| 167 | 662400 | Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item) | EACH | 1 | $2,500.00 |
| 168 | 662500 | Manhole Frame and Cover | EACH | 1 | $2,500.00 |
| 169 | 663000 | Utility Relocations (refer to Section 663, SSHBC) | L.S. | 1 | $35,000.00 |
| 170 | 663001 | Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC) | EACH | 1 | $8,000.00 |
| 171 | 663110 | Remove & Relocate Fire Hydrant | EACH | 1 | $9,000.00 |
| 172 | 663850 | Water Valve Adjustment | EACH | 1 | $1,250.00 |
| 173 | 663855 | Adjust Valve Box to Grade | EACH | 1 | $1,250.00 |
| 174 | 664000 | Landscape Complete (refer to Section 664, SSHBC) | L.S. | 1 | $45,000.00 |
| 175 | 667110 | Mailbox Installation - Single | EACH | 1 | $500.00 |
| 176 | 667209 | Crusher Fines | C.Y. | 1 | $90.00 |
| 177 | 667210 | Landscape Gravel, (Santa Fe Brown) | S.Y./IN | 1 | $95.00 |
| 178 | 667500 | Bollard | EACH | 1 | $1,300.00 |
| 179 | 667501 | Parking Bumpers | EACH | 1 | $1,300.00 |
| 180 | 667505 | Lay New Brick Sidewalk | S.Y. | 1 | $200.00 |
| 181 | 667510 | Remove and Reset Brick Sidewalk | S.Y. | 1 | $235.00 |
| 182 | 667515 | Litter Receptacle | EACH | 1 | $975.00 |
| 183 | 667520A | Park Bench 6' | EACH | 1 | $1,200.00 |
| 184 | 667520B | Park Bench 8' | EACH | 1 | $1,400.00 |
| 185 | 701000 | Panel Signs | S.F. | 1 | $40.00 |
| 186 | 701030 | Remove and Reset Panel Sign | EACH | 1 | $500.00 |
| 187 | 701100 | Steel Post and Base Post for Aluminum Panel Signs | L.F. | 1 | $20.00 |
| 188 | 701100 | Steel/Base Post for Aluminum Panel Signs | L.F. | 1 | $20.00 |
| 189 | 702000 | Construction Signing | S.F. | 1 | $20.00 |
| 190 | 702110 | Portable Sign Support | EACH | 1 | $130.00 |
| 191 | 702320 | Vertical Panel | EACH | 1 | $10.00 |
| 192 | 702610 | Portable Changeable Message Sign | EACH | 1 | $20,000.00 |
| 193 | 702700 | Temporary Traffic Signal Span (refer to Section 702, SSHBC) | EACH | 1 | $25,000.00 |
| 194 | 702710 | Mobile Traffic Signal System | EACH | 1 | $70,000.00 |
| 195 | 703300 | Reflective Barrier Delineator | EACH | 1 | $50.00 |
| 196 | 704000 | Retroreflectorized Painted Markings 4", (Layout Inclusive) | L.F. | 1 | $1.50 |
| 197 | 704004 | Retroreflectorized Painted Markings 12" (Layout Inclusive) | L.F. | 1 | $7.00 |
| 198 | 704099 | Temporary Retroreflectorized Painted Markings 4" | L.F. | 1 | $1.50 |
| 199 | 704100 | Removable Marking Tape 4" | L.F. | 1 | $5.00 |
| 200 | 704104 | Removable Marking Tape 12" | L.F. | 1 | $20.00 |
| 201 | 704704 | Hot Thermoplastic Pavement Marking 24" | L.F. | 1 | $20.00 |
| 202 | 704716 | Hot Thermoplastic Pavement Marking (Thru/LT) Arrow | EACH | 1 | $300.00 |
| 203 | 704717 | Hot Thermoplastic Pavement Marking Right Arrow | EACH | 1 | $300.00 |
| 204 | 704718 | Hot Thermoplastic Pavement Marking Left Arrow | EACH | 1 | $300.00 |
| 205 | 704719 | Hot Thermoplastic Pavement Marking Thru Arrow | EACH | 1 | $300.00 |
| 206 | 704720 | Hot Thermoplastic Pavement Marking Word (Only) | EACH | 1 | $300.00 |
| 207 | 704728 | Hot Thermoplastic Pavement Marking Yield Line | L.F. | 1 | $60.00 |
| 208 | 704734 | Hot Thermoplastic Pavement Marking Sharrow Symbol | EACH | 1 | $320.00 |
| 209 | 704738 | Hot Thermoplastic Pavement Marking Word (Yield) | EACH | 1 | $375.00 |

| | | | | | |
|---|---|---|---|---|---|
| **210** | 704754 | Hot Thermoplastic Stripe 4" | L.F. | 1 | $1.50 |
| **211** | 704754A | Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M Tape | L.F. | 1 | $5.00 |
| **212** | 704762 | Hot Thermoplastic Stripe 12" | L.F. | 1 | $7.00 |
| **213** | 704762A | Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M Tape | L.F. | 1 | $17.00 |
| **214** | 704764 | Hot Thermoplastic Stripe 24" | L.F. | 1 | $15.00 |
| **215** | 704764A | Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M Tape | L.F. | 1 | $30.00 |
| **216** | 704765 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape | EACH | 1 | $550.00 |
| **217** | 704766 | Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape | EACH | 1 | $550.00 |
| **218** | 704767 | Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape | EACH | 1 | $550.00 |
| **219** | 704768 | Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape | EACH | 1 | $550.00 |
| **220** | 704769 | Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape | EACH | 1 | $550.00 |
| **221** | 704770 | Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape | EACH | 1 | $550.00 |
| **222** | 704771 | Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape | EACH | 1 | $550.00 |
| **223** | 704774 | Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape | EACH | 1 | $550.00 |
| **224** | 704775 | Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape | EACH | 1 | $550.00 |
| **225** | 704782 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape | EACH | **1** | $550.00 |
| **226** | 704784 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape | EACH | **1** | $550.00 |
| **227** | 704870 | Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive) | EACH | **1** | $30.00 |
| **228** | 706110 | Service Riser (Lighting) | EACH | **1** | $4,000.00 |
| **229** | 706210 | Meter Pedestal (Lighting) | EACH | **1** | $12,250.00 |
| **230** | 706420 | Light Control Cabinet-2 Circuit | EACH | **1** | $10,000.00 |
| **231** | 707530 | Type V Standard, 30' | EACH | **1** | $5,750.00 |
| **232** | 707540 | Type V Standard, 40' | EACH | **1** | $8,500.00 |
| **233** | 707550 | Type V Standard, 50' | EACH | **1** | $12,000.00 |
| **234** | 707742 | Type V Standard, 40', 2 Arms | EACH | **1** | $7,000.00 |
| **235** | 707801 | Remove & Reset Type I Standard Complete | EACH | **1** | $900.00 |
| **236** | 707810 | Remove & Reset Light Stand & Luminaire | EACH | **1** | $2,750.00 |
| **237** | 707820 | Remove & Reset Traffic Signal & Mast Arm | EACH | **1** | $6,000.00 |
| **238** | 709020 | Rigid Electrical Conduit 2" | L.F. | **1** | $23.00 |
| **239** | 709030 | Rigid Electrical Conduit 3" | L.F. | **1** | $35.00 |
| **240** | 709040 | Rigid Electrical Conduit 4" | L.F. | **1** | $50.00 |
| **241** | 710000 | Electrical Pull Box (Standard) | EACH | **1** | $2,000.00 |
| **242** | 710010 | Electrical Pull Box (Large) | EACH | **1** | $3,000.00 |
| **243** | 711102 | Single Conductor 2 | L.F. | **1** | $7.35 |
| **244** | 711230 | Single Conductor 3/0 | L.F. | **1** | $15.00 |
| **245** | 716000 | Lighting Items Complete in Place (refer to Section 716, SSHBC) | L.S. | 1 | $130,000.00 |
| **246** | 716701 | LED Roadway Luminaire | EACH | **1** | $950.00 |
| **247** | 720060 | Vehicular Impact Attenuators Unit-Work Zones | EACH | **1** | $10,000.00 |
| **248** | 721000 | Removal of Pavement Marking (Water Blasting) | L.F. | **1** | $2.25 |
| **249** | 721101 | Removal of Pavement Marking Symbol (Water Blasting) | EACH | **1** | $225.00 |
| **250** | 801000 | Construction Staking by Contractor (refer to Section 801, SSHBC) | L.S. | 1 | $30,000.00 |
| **251** | 802000 | Post Construction Plans (refer to Section 801, SSHBC) | L.S. | 1 | $8,000.00 |
| **252** | 901000 | Contractor Process Quality Control (refer to Section 801, SSHBC) | L.S. | 1 | $8,000.00 |
| **253** | 901012 | Testing (refer to Section 801, SSHBC) | L.S. | 1 | $20,000.00 |
| **254** | | Payment and performance bond | % | 1 | Five percent |
| | | Total Cost | | | |

JAYPCON-01 JLUCERO1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME: Michelle Vialpando<br>PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972<br>E-MAIL ADDRESS: michelle.vialpando@hubinternational.com |
| INSURED<br>Jaypen Construction, LLC<br>101B Paseo Nopal<br>Santa Fe, NM 87507 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Central Mutual Insurance Company — 20230<br>INSURER B : New Mexico SW Casualty Co<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X PD Ded: $500<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | CLP8947643 | 3/15/2025 | 3/15/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY — SCHEDULED AUTOS<br>X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY | | | BAP8992998 | 3/15/2025 | 3/15/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | CXS8947644 | 3/15/2025 | 3/15/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 0105683104 | 3/15/2025 | 3/15/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Leased/Rented Eqpt | | | CLP8947643 | 3/15/2025 | 3/15/2026 | Ded: $500 / Limit: | 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Small Roadway, Trail and Sidewalk Construction

SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Ave Room 120
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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# GB Jaypen Construction Contract ITB 25120

Final Audit Report 2025-08-08

| | |
|---|---|
| Created: | 2025-08-08 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAT7SztlKKCx_8_n8NDHHF-rCINnalAjnO |

## "GB Jaypen Construction Contract ITB 25120" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2025-08-08 - 6:22:32 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-08-08 - 6:23:13 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-08-08 - 6:52:30 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-08-08 - 6:52:41 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-08-08 - 6:52:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-08 - 6:52:43 PM GMT

Powered by Adobe Acrobat Sign

## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Wednesday, October 9, 2024 3:39 PM
**To:** ARCHULETA, AMANDA J.
**Subject:** RE: On call small roadway trail and sidewalk ITB and Contract

Hi, it's updated. Here is the new determination. I don't think you need to send it to Horizons as their services do not match.

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687555809%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YuRJ0D4dldlhXHG9bYXr7Euk3xbhGmpNpIytNBLJTj8%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77

b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687583306%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=myhZXg6xaS2aH%2FI5N0aiPVOemjTRE1KF3lqtuURtKDI%3D&reserved=0 (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.) o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687596195%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=CprssLAgehgrz4u%2F4A%2BbEFnBPB7EqY7%2BHUQ6RDAf1MM%3D&reserved=0

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o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sourcewell-mn.gov%2Fcontract-search&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687650462%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=eILYcuKExgbabeXXsaWPZFldFPH50FoJYqxgILduxKI%3D&reserved=0

• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687661332%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=z0Jy4fibSVDlcoO2j1htS09wtXdZhwOfukMclLQtn6U%3D&reserved=0

o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-

992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687673304%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JrmpDBZIKPEI9Qj0kyFyBm1INZltJlgkToaNcpe5340%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687694880%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YK2tAQrPw860ccLxvx55pAYLI%2BnWHe%2B2ch2u%2BZVuQvU%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 1:26 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

HI Travis,

I wanted to ask before I send to Horizons was this the SOW that you made the determination on?

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains

(manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verification of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work. Failure of this work

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors
The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work
The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City’s direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date Step II. Project Inspection and Development of Punch List Step III. Notice of Punch List Completion and Request of Final Inspection Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:
1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or, 4. The City's warranty or guaranty rights.

Or is it just the first paragraph?

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:58 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687717504%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=LFZMlMDDon1maXMZgjS7uuhjzLvmXOyklJJA7fe9zfw%3D&reserved=0
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-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:46 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

I will add this to Munis and send it in teams with the ITB #.

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:11 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Amanda, will please submit this in Munis? Please see the attached "ITB and RFP Submission Process."

Here is the determination:

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687727808%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan

approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-
agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687737931%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=97KDzAVUZZNT7Pk9jG7HyBwY6goRwe5hpMrcYKD3uqA%3D&reserved=0 (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.) o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687748491%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ljliOTMVKE8RtqI3jzD7C3lY4aR7py6%2BAgPNST5Hn7E%3D&reserved=0
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• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687812869%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtufRTw67kkCDkjM1LwHX14%3D&reserved=0
o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687824713%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=whZO6N4ae091voOzkG5KOzVmDNSyb18gdGuTImfSavg%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShlDV9JuEeobQL7t7SwgWUI%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, October 8, 2024 8:34 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Cc: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: On call small roadway trail and sidewalk ITB and Contract

Hello Amanda (and everyone),

Here, finally, are the edited ITB and Construction Contract for routing. I hope I got most everything and did this right!

Appreciate everyone's help. I have had a lot of input from the Streets Maintenance and Capital Projects Team on this. Very valuable process.

Please let me know if you have any questions or comments.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: WHEELER, REGINA A.
Sent: Tuesday, September 17, 2024 1:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

OMG Travis, thank you so much for fast response and new template integration! And thank you Joseph and Joann for support.

I will review soon and ask Amanda for help to submit via Teams!

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 16, 2024 5:42 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

Regina,
I moved the SOW and items to the ITB template and can continue working on it if you need me to. Otherwise, you can have someone clean it up and update the contract template. Please let me know. Kathy and JoAnn have both said their willing to help as well.

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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687858622%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=fh9WVFFMeXBO7at43hlux9eHZT7Bmbw4kPhqof%2Bf8zk%3D&reserved=0
Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687868480%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=cFYfawZgNdSX4yo1HOR5BnpFU3ZPEqLv7sa9lGc7CBY%3D&reserved=0

-----Original Message-----
From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Friday, September 13, 2024 1:51 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: Sidewalk trails and patching scope for ITB for Price Agreements

Hello Travis, Joseph and Joann,

Attached is the scope of work and bid sheet for a ITB procurement for Price Agreements for the City to use to repair sidewalks, trails and road sections. These contracts are essential for City to come into compliance with our code that says we fix sidewalks quickly after problems are reported. It is also essential to spend the $1M just appropriated by GB for sidewalk repairs.

Thank you for letting us know the next steps for this effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

CITY OF SANTA FE

**Date:** August 8, 2025

**To:** Governing Body

**From:** Regina Wheeler, Public Works Department Director RW (Aug 8, 2025 12:52:17 MDT)

**Subject:** Contract for On Call Small Roadway Trail and Sidewalk Construction

**Vendor Name:** JDR & Associates

**Vendor Number:** **9248**

---

**ACTION:**
Request for Approval of a Construction Contract with JDR & Associates in the Total Amount of $5,500,000 Including NMGRT for On-Call Small Roadway, Trail and Sidewalk Construction for a Term of 10 Years. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)

**CONTRACT NUMBER:**
The FY26 Munis Contract Number is 3260127.

**BACKGROUND AND SUMMARY:**
This on-call contract will support the City to perform sidewalk, trail and small roadway repairs more quickly and efficiently. Invitation to Bid #25120 was issued with the goals of establishing pricing for smaller projects and attracting additional contractors to perform small right of way and trail repairs for the City. Two of the six vendors responding to the ITB are receiving their first contracts with the City. This vendor, JDR & Associates, has completed many right of way projects for the City.

On-call service agreements are not a guarantee of work. The City will secure quotations from and issue purchase orders to the vendor as needs arise and funding is available.

**ATTACHMENTS:**
Construction Contract
Bid Sheet
Certificate of Insurance

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various
Project Ledger No.: Various

Budget Officer/Designee: Andy Hopkins Date: 08/15/2025
Budget Officer Comment/Exceptions: _____

**PROCUREMENT METHOD:**
The procurement method used ITB#25120 for On Call Small Roadway Trail and Sidewalk Construction

Chief Procurement Officer (CPO)/Designee: _____ Date: 08/19/2025
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: _____

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

Item #: _____
Munis Contract #: _____
ITB # 25120

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **JDR & Associates**, 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

The Contractor shall perform all the work required by the Contract Documents for On Call Small Roadway Trail and Sidewalk Construction (Bid #25120) as follows:

## STATEMENT OF WORK:

**Orders:**
Under the terms and conditions of Invitation to Bid number __25120_ ("ITB") and this contract, the City's Engineers, Project Managers and Project Administrators (collectively "Project Manager") may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The City's Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor's bid on the ITB, a cost summary, and a proposed schedule required to complete the assignment or task. project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The City's Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The

Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

For any Task Order that requires paving of either more than 300 linear feet of lane paving or more than 1000 linear feet of sidewalk (including curb and gutter) Contractor is not authorized to proceed until Contractor receives both a signed Notice to Proceed and written approval from the City's Director of Public Works.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

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

Contractors with Other On-Call Contracts: Contractors currently awarded under separate City on-call paving contracts shall quote and be paid solely on the contract identified in the Task Order. Contractor may not transfer the Task Order to a different contract or adjust pricing based on bids submitted under this contract, unless the Public Works Director approves changing the contract used for pricing in writing. The City's Project Manager shall identify the contract by the City's Item Number or other unambiguous identifier on each Task Order.

**Price Adjustments:**
The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes 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 Director of Public Works' decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Ordershall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number

Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

## SPECIFICATIONS:

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains (manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

To initiate work using this on-call contract, the City of Santa Fe shall provide contractor with a written scope of work and/or drawings generally defining the work to be performed for the Task Order. This document will include the City contact for the work. The Contractor shall respond with a quotation for work at a cost equal to or less than the pricing in this Price Agreement. Upon acceptance of the quotation, a Purchase Order would be issued indicating that the contractor is authorized to proceed with the work coordinating schedule with the City and permitting.

**Maintenance of Traffic**

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

**Storage of Materials**
The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

**Final Clean Up**
Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

**Compliance with Plans and Specifications**
The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

**Excavation and Coordination with Utilities**
The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify

and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work.

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

**Cooperation between Contractors**

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

**Inspection of Work**

The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

**Removal of Unacceptable and Unauthorized Work**

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City's direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

**Maintenance During Construction**

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

**Failure to Maintain Project Area**
If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

**Project Closure**

Step I. Contractor Notice of Projected Substantial Completion Date
Step II. Project Inspection and Development of Punch List
Step III. Notice of Punch List Completion and Request of Final Inspection
Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.
The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

## Notice to Contractors

### 1. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

### 2. Cooperation with Utilities

2.1 For construction purposes this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

2.2 The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates.

An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

2.3 City Owned Facility Infrastructure Line Markings- If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

2.4 If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

2.5 Protection of Utility Infrastructure - Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

2.6 Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines

Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

**3. Restricted Work Hours**

3.1 Lane closures during peak hours (6 am to 9 am and 4 pm to 7 pm) shall be avoided whenever possible. At all times, access shall be provided to properties and businesses.

3.2 The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

**4. Performance and Payment Bond**

4.1 At the time of the bid, a bid bond is not required. However, prior to the issuance of any Contract Task Order greater than $60,000, the Contractor shall provide a performance and payment bond securing performance, labor and materials equal to 100% of each contract task order. Said bonds are to be filed with the City's Public Works Department within ten (10) working days after the issuance of a Purchase Order pursuant to a Contract Task Order. Failure to obtain the required bond will result in the Purchase Order being cancelled.

**5. Historic District Concrete Color**

5.1 All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected

"Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

5.2 For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

5.3 When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

5.4 The color added to the concrete for the above mentioned items shall be included in the cost of the items, no additional payment will be made.

5.5 The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

## 6. Compaction, Material and Other Types of Testing

6.1 This work may consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each Contract Task Order.

6.2 Testing must be done by a commercial materials testing laboratory overseen and or operated by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

6.3 It will be the responsibility of the Contractor to schedule testing. The City shall be notified of the intended testing times.

6.4 Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

## 7. Mobilization

7.1 The City shall pay mobilization for each type of task on a per mile bases. The payment will be made for a one time, one way trip from the contractor's yard to the project site.

7.2 For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

## 8. Traffic Control Management

8.1 All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

8.2 Traffic control will be paid actual costs plus overhead.

8.3 Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

8.4 Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and street and sidewalk closures.

Local preference OK to use

Specs

Inset detectable warning surfaces only.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

***2.*** **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order request for quote is issued, the contractor will price work in with pricing in the contract or any amendments at the time.

**The total amount payable to the Contractor under this Contract, including gross receipts tax, shall not exceed five million, five hundred thousand dollars ( $5,500,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 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 **ten (10) years from date of final signature**.

**4. Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor

may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5, "Appropriations," of this Contract.

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

## 5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Construction Contract Performance and Payment Bond**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's task order 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 task order purchase 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 purchase 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 contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

**8. Assignment**

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

**9. Subcontracting**

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

**10. Release**

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

**11. Confidentiality**

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

**12. Product of Service -- Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

**14. Amendment**

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

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

**15. Change Orders**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Contract compensation, as outlined in Article 2; or
5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

**16. Merger**

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

All terms and conditions of the **ITB # 25046** 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

**22. Records and Financial Audit**

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

**23. Indemnification**

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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: Regina Wheeler, Public Works Director, 737 Agua Fria St, Santa Fe, NM 87501 rawheeler@santafenm.gov

To the Contractor: David Garcia, JDR & Associates,
274 Dinosaur Trail, Santa Fe NM 87508
davida.jdr@gmail.com

**28. Authority**

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

**29. Progress Payments**

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

**30. Final Payment**

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar

days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**31. Schedule**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the task order period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

**32. General and Special Provisions**

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the
provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or
trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any
requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Donald R. Garcia
_____
Donald Garcia, President

DATE: 07/11/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 11, 2025 08:09 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

**Bidder Instructions:**

**Items** - Bidders do not have the ability to add or delete items.

**Approx. Qty.** - Quantities provides are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a

**UOM** (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may be provided in the

**Article and Description** - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be

**Unit Price** - Bidders must provide pricing that conforms with the identified Unit Price.

**Comments** - Bidders may only provide comments to explain or clarify an item, identify a brand name, or provide information as specifically stated

| Item # | Bid Item | Item description | Unit of Measure | Quantity | Unit Bid Price Written in Numbers (Dollar & Cents) |
|---|---|---|---|---|---|
| 1 | 201000 | Clearning and Grubbing (refer to Section 201, SSHB) | L.S | 1 | $ 12,000.00 |
| 2 | 203000 | Unclassified Excavation | C.Y. | 1 | $ 25.00 |
| 3 | 203100 | Borrow | C.Y. | 1 | $ 30.00 |
| 4 | 203200 | Unsuitable Material Excavation (Sub-excavation) | C.Y. | 1 | $ 25.00 |
| 5 | 203205 | Sub-excavation & Re-compaction | C.Y. | 1 | $ 30.00 |
| 6 | 203211 | Unstable Subgrade Stabilization | S.Y. | 1 | $ 20.00 |
| 7 | 207000 | Subgrade Preparation (1-500 SY/IN) | S.Y./IN | 1 | $ 2.00 |
| 8 | 207000A | Subgrade Preparation (501-1,500 SY/IN) | S.Y./IN | 1 | $ 2.00 |
| 9 | 207000B | Subgrade Preparation (1,501+ SY/IN) | S.Y./IN | 1 | $ 2.00 |
| 10 | 208000 | Linear Grading | Mile | 1 | $ 7,000.00 |
| 11 | 209000 | Blading and Reshaping | Mile | 1 | $ 7,000.00 |
| 12 | 210000 | Excavation & Backfill for Major Structures | C.Y. | 1 | $ 65.00 |
| 13 | 210005 | Temporary Retaining Wall/Sloping | S.F. | 1 | $ 55.00 |
| 14 | 302000 | Process Placing & Compact Exterior Pavement | S.Y. | 1 | $ 7.00 |
| 15 | 303015 | Base Course (1-500 SY/IN) | S.Y./IN | 1 | $ 3.00 |
| 16 | 303015A | Base Course (501-1,500 SY/IN) | S.Y./IN | 1 | $ 3.00 |
| 17 | 303015B | Base Course (1,501+ SY/IN) | S.Y./IN | 1 | $ 3.00 |
| 18 | 303160 | Base Course 6" | S.Y. | 1 | $ 18.00 |
| 19 | 405000 | Detour Pavement Construction | S.Y. | 1 | $ 120.00 |
| 20 | 407000 | Asphalt Material for Tack Coat | Ton | 1 | $ 1,200.00 |
| 21 | 407000A | Fog Seal for Roadway | Ton | 1 | $ 1,500.00 |
| 22 | 407000B | Fog Seal for Trails | Ton | 1 | $ 1,700.00 |
| 23 | 408100 | Prime Coat Material | Ton | 1 | $ 1,200.00 |
| 24 | 411000 | Hot Poured Crack Sealing | LB | 1 | $ 450.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 25 | 411100 | Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks) | LB | 1 | $ | 5.00 |
| 26 | 414000 | Cold Milling (Asphalt) (1-10,000 SY/IN) | S.Y./IN | 1 | $ | 3.00 |
| 27 | 414000A | Cold Milling (Asphalt) (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $ | 3.00 |
| 28 | 414000B | Cold Milling (Asphalt) (50,001+ SY/IN) | S.Y./IN | 1 | $ | 3.00 |
| 29 | 414120 | Cold Milling (Asphalt) 2" | S.Y. | 1 | $ | 4.00 |
| 30 | 403600 | Open Graded Friction Course Complete (5/8") | S.Y./IN | 1 | $ | 30.00 |
| 31 | 403701 | Open Graded Friction Course Complete | Ton | 1 | $ | 200.00 |
| 32 | 416000 | Minor Pavement | S.Y./IN | 1 | $ | 17.00 |
| 33 | 416107 | Minor Paving Type I, HMASP-III | S.Y. | 1 | $ | 190.00 |
| 34 | 417000 | Miscellaneous Paving | S.Y. | 1 | $ | 190.00 |
| 35 | 417100 | Asphalt Curb (6" Width) | L.F. | 1 | $ | 60.00 |
| 36 | 423250 | HMA-SP-III Complete (1-10,000 SY/IN) | S.Y./IN | 1 | $ | 18.00 |
| 37 | 426250A | HMA-SP-III Complete (10,001 – 50,000 SY/IN) | S.Y./IN | 1 | $ | 18.00 |
| 38 | 426250B | HMA-SP-III Complete (50,001+ SY/IN) | S.Y./IN | 1 | $ | 18.00 |
| 39 | 423283 | HMA SP-IV Complete | Ton | 1 | $ | 220.00 |
| 40 | 423283A | HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN) | S.Y/IN | 1 | $ | 18.00 |
| 41 | 423283B | HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN) | S.Y./IN | 1 | $ | 18.00 |
| 42 | 423283C | HMA SP-IV Complete-6422 Oil (50,001+ SY/IN) | S.Y./IN | 1 | $ | 18.00 |
| 43 | 451060 | Concrete Pavement – 6" (Complete-Replace in-kind dowelled & wire | S.Y./IN | 1 | $ | 250.00 |
| 44 | 451080 | Concrete Pavement - 8" | S.Y. | 1 | $ | 320.00 |
| 45 | 502030 | Drilled Shaft Foundation 30" D | L.F. | 1 | $ | 400.00 |
| 46 | 511000 | Structural Concrete, CL A | C.Y. | 1 | $ | 2,000.00 |
| 47 | 511500 | Concrete Patch Work (1/4" to ½" Thick) | S.F. | 1 | $ | 25.00 |
| 48 | 511501 | Stucco (Color Determined by Project) | S.F. | 1 | $ | 11.00 |
| 49 | 515000 | Reinforced Concrete for Minor Structures | C.Y. | 1 | $ | 16.00 |
| 50 | 516000 | Flowable Fill | C.Y. | 1 | $ | 200.00 |
| 51 | 531001 | Permanent Anti-Graffiti Protective Coat | S.F. | 1 | $ | 8.00 |
| 52 | 540060 | Reinforcing Bars Grade 60 | LB | 1 | $ | 3.25 |
| 53 | 541200 | Structural Steel for Miscellaneous Structures | LB | 1 | $ | 5.00 |
| 54 | 543002A | Metal Railing, Type D | L.F. | 1 | $ | 450.00 |
| 55 | 543002B | Metal Railing, Type W | L.F | 1 | $ | 450.00 |
| 56 | 543002C | Metal Railing, Type Thrie | L.F. | 1 | $ | 450.00 |
| 57 | 570012 | 12" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ | 70.00 |

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| 58 | 570018 | 18" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ | 110.00 |
| 59 | 570024 | 24" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ | 140.00 |
| 60 | 570025 | 24" Culvert Pipe End Section | EACH | 1 | $ | 850.00 |
| 61 | 570030 | 30" Culvert Pipe, Galvanized 14G | L.F. | 1 | $ | 170.00 |
| 62 | 570031 | 30" Culvert Pipe End Section, Galvanized 14G | EACH | 1 | $ | 1,750.00 |
| 63 | 570036 | 36" Culvert Pipe, Galvanized 12G | L.F. | 1 | $ | 225.00 |
| 64 | 570037 | 36" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $ | 2,200.00 |
| 65 | 570048 | 48" Culvert Pipe, Galvanized 12G | L.F. | 1 | $ | 290.00 |
| 66 | 570049 | 48" Culvert Pipe End Section, Galvanized 12G | EACH | 1 | $ | 4,500.00 |
| 67 | 570425 | 18" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Alumi | L.F. | 1 | $ | 130.00 |
| 68 | 570429 | 18" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal | EACH | 1 | $ | 600.00 |
| 69 | 570437 | 24" Storm Drain Culvert Pipe, Ultraflo or approved equal, 14G Alumi | L.F. | 1 | $ | 225.00 |
| 70 | 570441 | 24" Storm Drain Culvert Pipe End Section, Ultraflo or approved equal | EACH | 1 | $ | 1,000.00 |
| 71 | 571000 | 3/8" Diamond Plate | S.F. | 1 | $ | 65.00 |
| 72 | 601000 | Removal of Structures and Obstructions (refer to Section 601, SSHBC | L.S | 1 | $ | 35,000.00 |
| 73 | 601110 | Removal of Surfacing | S.Y. | 1 | $ | 10.00 |
| 74 | 602010 | Riprap Class B | C.Y. | 1 | $ | 300.00 |
| 75 | 602030 | Riprap Class D | C.Y. | 1 | $ | 300.00 |
| 76 | 602060 | Riprap Class G | C.Y. | 1 | $ | 300.00 |
| 77 | 602200 | Gabions with rocks | C.Y. | 1 | $ | 500.00 |
| 78 | 603100 | Temporary Soil Stabilant | ACRE | 1 | $ | 5,000.00 |
| 79 | 603200 | Silt Fence | L.F. | 1 | $ | 8.00 |
| 80 | 603220 | Check Dam Type I | L.F. | 1 | $ | 20.00 |
| 81 | 603250 | Drop Inlet Protection Type I | EACH | 1 | $ | 250.00 |
| 82 | 603251 | Drop Inlet Protection Type II | EACH | 1 | $ | 250.00 |
| 83 | 603261 | Mulch Socks | L.F. | 1 | $ | 8.50 |
| 84 | 603262 | Composted Mulch Socks | L.F. | 1 | $ | 8.50 |
| 85 | 606000 | Metal Barrier W-Beam | L.F. | 1 | $ | 65.00 |
| 86 | 606010 | Metal Barrier Thrie - Beam | L.F. | 1 | $ | 165.00 |
| 87 | 606050 | Metal Barrier End Treatment (Anchorage) | EACH | 1 | $ | 3,500.00 |
| 88 | 606051 | End Treatment TL-3 End Terminal | EACH | 1 | $ | 6,000.00 |
| 89 | 606052 | End Treatment TL-2 End Terminal | EACH | 1 | $ | 4,700.00 |
| 90 | 606054 | End Treatment Thrie - Beam End Anchor | EACH | 1 | $ | 5,500.00 |

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| **91** | 606499 | Post and Cable Barrier | L.F. | 1 | $ | 65.00 |
| **92** | 607004 | Barbed Wire Fence 4' | L.F. | 1 | $ | 10.00 |
| **93** | 607005 | Barbless Wire Fence 4' | L.F. | 1 | $ | 10.00 |
| **94** | 607026 | Chain Link Fence 6' | L.F. | 1 | $ | 85.00 |
| **95** | 607079 | Pedestrian/Bicycle Railing | L.F. | 1 | $ | 265.00 |
| **96** | 607080 | Bike Racks | EACH | 1 | $ | 2,000.00 |
| **97** | 607455 | Chain Link Gate, 8' X 8' | EACH | 1 | $ | 1,500.00 |
| **98** | 608004 | Concrete Sidewalk 4", (1-100 SY) | S.Y. | 1 | $ | 135.00 |
| **99** | 608004A | Concrete Sidewalk 4", (101-500 SY) | S.Y. | 1 | S | 130.00 |
| **100** | 608004B | Concrete Sidewalk 4" (501+ SY) | S.Y. | 1 | S | 125.00 |
| **101** | 608005 | Concrete Sidewalk 4" Colored (1-100 SY) | S.Y. | 1 | $ | 160.00 |
| **102** | 608005A | Concrete Sidewalk 4" Colored (101-500 SY) | S.Y. | 1 | $ | 160.00 |
| **103** | 608005B | Concrete Sidewalk 4" Colored (501+ SY) | S.Y. | 1 | $ | 160.00 |
| **104** | 608106 | Drive Pad 6" | S.Y. | 1 | $ | 155.00 |
| **105** | 608204 | Concrete Median Pavement 4" | S.Y. | 1 | $ | 140.00 |
| **106** | 608300 | Inset Detectable Warning | S.F. | 1 | $ | 75.00 |
| **107** | 608400 | ADA Ramp | S.Y. | 1 | $ | 250.00 |
| **108** | 608404 | Concrete Medium Pavement 4" (Colored & Patterned) | S.Y. | 1 | $ | 160.00 |
| **109** | 609200 | Header Curb | L.F. | 1 | $ | 40.00 |
| **110** | 609202 | 12"-18" Tall Cut-Off Wall | L.F. | 1 | $ | 55.00 |
| **111** | 609204 | Concrete Fillets (Valley Gutter Exclusive) | S.Y. | 1 | $ | 175.00 |
| **112** | 609318 | Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF) | L.F. | 1 | $ | 45.00 |
| **113** | 609318A | Concrete Sloped Curb and Gutter 6" X 18" (251+ LF) | L.F. | 1 | $ | 50.00 |
| **114** | 609318B | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF) | L.F. | 1 | $ | 50.00 |
| **115** | 609318C | Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF) | L.F. | 1 | $ | 50.00 |
| **116** | 609324 | Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF) | L.F. | 1 | $ | 50.00 |
| **117** | 609324A | Concrete Sloped Curb and Gutter 6" X 24" (101+ LF) | L.F. | 1 | $ | 47.00 |
| **118** | 609324B | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF) | L.F. | 1 | $ | 55.00 |
| **119** | 609324C | Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF) | L.F. | 1 | $ | 55.00 |
| **120** | 609412 | Concrete Vertical Curb & Gutter B 6"X12" | L.F. | 1 | $ | 45.00 |
| **121** | 609418 | Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF) | L.F. | 1 | $ | 45.00 |
| **122** | 609418A | Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF) | L.F. | 1 | S | 45.00 |
| **123** | 609418B | Concrete Vertical Curb & Gutter B 6"X18", (251+ LF) | L.F. | 1 | $ | 45.00 |

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| 124 | 609418C | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF) | L.F. | 1 | $ 55.00 |
| 125 | 609418D | Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF) | L.F. | 1 | $ 55.00 |
| 126 | 609418E | Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF) | L.F. | 1 | $ 55.00 |
| 127 | 609424 | Concrete Vertical Curb & Gutter B 6" X 24" | L.F. | 1 | $ 50.00 |
| 128 | 609424A | Concrete Vertical Curb & Gutter B 6" X 24" **Colored** | L.F. | 1 | $ 55.00 |
| 129 | 609430 | Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF) | L.F. | 1 | $ 60.00 |
| 130 | 609430A | Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF) | L.F. | 1 | $ 60.00 |
| 131 | 609430B | Concrete Vertical Curb & Gutter 6" X 30", (251+ LF) | L.F. | 1 | $ 60.00 |
| 132 | 609430C | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF) | L.F. | 1 | $ 65.00 |
| 133 | 609430D | Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF) | L.F. | 1 | $ 65.00 |
| 134 | 609430E | Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF) | L.F. | 1 | $ 65.00 |
| 135 | 609600 | Concrete Valley Gutter and Fillet 6" X Variable Width | L.F. | 1 | $ 145.00 |
| 136 | 609600A | Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width | L.F. | 1 | $ 150.00 |
| 137 | 609624 | Concrete Valley Gutter 6" X 24" | L.F. | 1 | $ 50.00 |
| 138 | 609649 | Concrete Valley Gutter 6" X 60" | L.F. | 1 | $ 110.00 |
| 139 | 609706 | Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF) | L.F. | 1 | $ 60.00 |
| 140 | 609706A | Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF) | L.F. | 1 | $ 60.00 |
| 141 | 609706B | Concrete Laydown Curb and Gutter 6" X 24" (251+ LF) | L.F. | 1 | $ 60.00 |
| 142 | 609706C | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF) | L.F. | 1 | S 65.00 |
| 143 | 609706D | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF) | L.F. | 1 | $ 65.00 |
| 144 | 609706E | Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF) | L.F. | 1 | $ 65.00 |
| 145 | 609999 | Concrete Curb Returns (Complete) | S.Y. | 1 | $ 150.00 |
| 146 | 617003 | Video Recording | L.S | 1 | $ 5,000.00 |
| 147 | 618000A | Traffic Control Management (Major) | DAY | 1 | $ 2,500.00 |
| 148 | 618000B | Traffic Control Management (Minor) | DAY | 1 | $ 1,500.00 |
| 149 | 618011 | Public Awareness (refer to Section 618, SSHBC) | L.S | 1 | $ 5,000.00 |
| 150 | 621000 | Mobilization Sidewalk Less than 100 feet long | MILE | 1 | $ 1,000.00 |
| 151 | 621001 | Mobilization Sidewalk Greater than 100 feet long | MILE | 1 | $ 2,000.00 |
| 152 | 621002 | Mobilization Pothole Patching | MILE | 1 | $ 1,000.00 |
| 153 | 621003 | Mobilization Concrete or Asphalt Trail Repair | MILE | 1 | $ 1,000.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 154 | 621004 | Mobilization Pavement Milling and Filling project | MILE | 1 | $ | 5,000.00 |
| 155 | 621005 | Mobilization Unpaved Trail Repair | MILE | 1 | $ | 1,000.00 |
| 156 | 623001 | Median Drop Inlet Type I (Urban) H=3'1" to 6'0" | EACH | 1 | $ | 24,400.00 |
| 157 | 623045 | Median Drop Inlet (Valley/U) H=3'1" TO 6'0" | EACH | 1 | $ | 1,500.00 |
| 158 | 623311 | Curb Drop Inlet Type 1-B to 4' | EACH | 1 | $ | 30,000.00 |
| 159 | 623405 | Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0" | EACH | 1 | $ | 25,000.00 |
| 160 | 623501 | Transverse Drop Inlet | EACH | 1 | $ | 30,000.00 |
| 161 | 623600 | Junction Box | EACH | 1 | $ | 10,000.00 |
| 162 | 623999 | Modify Existing Inlet | EACH | 1 | $ | 15,000.00 |
| 163 | 632000 | Class A Seeding | ACRE | 1 | $ | 21,000.00 |
| 164 | 632020 | Class C Seeding | ACRE | 1 | $ | 38,000.00 |
| 165 | 632100 | Manhole Extension | EACH | 1 | $ | 2,500.00 |
| 166 | 662300 | Tie to Existing Manhole | EACH | 1 | $ | 5,000.00 |
| 167 | 662400 | Manhole Adjustments (Frame and Collar Cover to be Considered Incic | EACH | 1 | $ | 2,000.00 |
| 168 | 662500 | Manhole Frame and Cover | EACH | 1 | $ | 1,500.00 |
| 169 | 663000 | Utility Relocations (refer to Section 663, SSHBC) | L.S. | 1 | $ | 40,000.00 |
| 170 | 663001 | Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSH | EACH | 1 | $ | 10,000.00 |
| 171 | 663110 | Remove & Relocate Fire Hydrant | EACH | 1 | $ | 10,000.00 |
| 172 | 663850 | Water Valve Adjustment | EACH | 1 | $ | 1,200.00 |
| 173 | 663855 | Adjust Valve Box to Grade | EACH | 1 | $ | 1,000.00 |
| 174 | 664000 | Landscape Complete (refer to Section 664, SSHBC) | L.S. | 1 | $ | 65,000.00 |
| 175 | 667110 | Mailbox Installation - Single | EACH | 1 | $ | 500.00 |
| 176 | 667209 | Crusher Fines | C.Y. | 1 | $ | 50.00 |
| 177 | 667210 | Landscape Gravel, (Santa Fe Brown) | S.Y./IN | 1 | $ | 80.00 |
| 178 | 667500 | Bollard | EACH | 1 | $ | 1,500.00 |
| 179 | 667501 | Parking Bumpers | EACH | 1 | $ | 200.00 |
| 180 | 667505 | Lay New Brick Sidewalk | S.Y. | 1 | $ | 220.00 |
| 181 | 667510 | Remove and Reset Brick Sidewalk | S.Y. | 1 | $ | 275.00 |
| 182 | 667515 | Litter Receptacle | EACH | 1 | $ | 1,000.00 |
| 183 | 667520A | Park Bench 6' | EACH | 1 | $ | 1,200.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **184** | 667520B | Park Bench 8' | EACH | 1 | $ | 1,500.00 |
| **185** | 701000 | Panel Signs | S.F. | 1 | $ | 70.00 |
| **186** | 701030 | Remove and Reset Panel Sign | EACH | 1 | $ | 500.00 |
| **187** | 701100 | Steel Post and Base Post for Aluminum Panel Signs | L.F. | 1 | $ | 45.00 |
| **188** | 701100 | Steel/Base Post for Aluminum Panel Signs | L.F. | 1 | $ | 45.00 |
| **189** | 702000 | Construction Signing | S.F. | 1 | $ | 20.13 |
| **190** | 702110 | Portable Sign Support | EACH | 1 | $ | 3.96 |
| **191** | 702320 | Vertical Panel | EACH | 1 | $ | 3.05 |
| **192** | 702610 | Portable Changeable Message Sign | EACH | 1 | $ | 238.00 |
| **193** | 702700 | Temporary Traffic Signal Span (refer to Section 702, SSHBC) | EACH | 1 | $ | 45,000.00 |
| **194** | 702710 | Mobile Traffic Signal System | EACH | 1 | $ | 75,000.00 |
| **195** | 703300 | Reflective Barrier Delineator | EACH | 1 | $ | 43.31 |
| **196** | 704000 | Retroreflectorized Painted Markings 4", (Layout Inclusive) | L.F. | 1 | $ | 0.37 |
| **197** | 704004 | Retroreflectorized Painted Markings 12" (Layout Inclusive) | L.F. | 1 | $ | 7.63 |
| **198** | 704099 | Temporary Retroreflectorized Painted Markings 4" | L.F. | 1 | $ | 0.32 |
| **199** | 704100 | Removable Marking Tape 4" | L.F. | 1 | $ | 2.87 |
| **200** | 704104 | Removable Marking Tape 12" | L.F. | 1 | $ | 8.11 |
| **201** | 704704 | Hot Thermoplastic Pavement Marking 24" | L.F. | 1 | $ | 12.81 |
| **202** | 704716 | Hot Thermoplastic Pavement Marking (Thru/LT) Arrow | EACH | 1 | $ | 238.00 |
| **203** | 704717 | Hot Thermoplastic Pavement Marking Right Arrow | EACH | 1 | $ | 165.00 |
| **204** | 704718 | Hot Thermoplastic Pavement Marking Left Arrow | EACH | 1 | $ | 165.00 |
| **205** | 704719 | Hot Thermoplastic Pavement Marking Thru Arrow | EACH | 1 | $ | 165.00 |
| **206** | 704720 | Hot Thermoplastic Pavement Marking Word (Only) | EACH | 1 | $ | 275.00 |
| **207** | 704728 | Hot Thermoplastic Pavement Marking Yield Line | L.F. | 1 | $ | 28.67 |
| **208** | 704734 | Hot Thermoplastic Pavement Marking Sharrow Symbol | EACH | 1 | $ | 397.00 |
| **209** | 704738 | Hot Thermoplastic Pavement Marking Word (Yield) | EACH | 1 | $ | 275.00 |
| **210** | 704754 | Hot Thermoplastic Stripe 4" | L.F. | 1 | $ | 1.22 |
| **211** | 704754A | Retroreflective Preformed Patterned Pavement Stripe 4"-3801-ES 3M | L.F. | 1 | $ | 7.02 |
| **212** | 704762 | Hot Thermoplastic Stripe 12" | L.F. | 1 | $ | 7.32 |
| **213** | 704762A | Retroreflective Preformed Patterned Pavement Stripe 12"-3801-ES 3M | L.F. | 1 | $ | 21.66 |
| **214** | 704764 | Hot Thermoplastic Stripe 24" | L.F. | 1 | $ | 14.95 |
| **215** | 704764A | Retroreflective Preformed Patterned Pavement Stripe 24"-3801-ES 3M | L.F. | 1 | $ | 42.70 |
| **216** | 704765 | Retroreflective Preformed Patterned Pavement Marking Combination ( | EACH | 1 | $ | 1,320.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 217 | 704766 | Retroreflective Preformed Patterned Pavement Marking Combination ( | EACH | 1 | $ | 1,320.00 |
| 218 | 704767 | Retroreflective Preformed Patterned Pavement Marking Right Arrow - | EACH | 1 | $ | 824.00 |
| 219 | 704768 | Retroreflective Preformed Patterned Pavement Marking Left Arrow – | EACH | 1 | $ | 824.00 |
| 220 | 704769 | Retroreflective Preformed Patterned Pavement Marking Thru Arrow – | EACH | 1 | $ | 580.00 |
| 221 | 704770 | Retroreflective Preformed Patterned Pavement Marking Words (Only) | EACH | 1 | $ | 1,214.00 |
| 222 | 704771 | Retroreflective Preformed Patterned Pavement Marking Words (Stop) | EACH | 1 | $ | 1,458.00 |
| 223 | 704774 | Retroreflective Preformed Patterned Pavement Marking Words (X-ING | EACH | 1 | $ | 1,403.00 |
| 224 | 704775 | Retroreflective Preformed Patterned Pavement Marking Words (PED) | EACH | 1 | $ | 1,830.00 |
| 225 | 704782 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol ( | EACH | 1 | $ | 726.00 |
| 226 | 704784 | Retroreflective Preformed Patterned Pavement Marking Bike Symbol ( | EACH | 1 | $ | 1,214.00 |
| 227 | 704870 | Snow Plowable Reflective Raised Pavement Marker Type PH (Remov | EACH | 1 | $ | 17.70 |
| 228 | 706110 | Service Riser (Lighting) | EACH | 1 | $ | 4,270.00 |
| 229 | 706210 | Meter Pedestal (Lighting) | EACH | 1 | $ | 14,640.00 |
| 230 | 706420 | Light Control Cabinet-2 Circuit | EACH | 1 | $ | 11,224.00 |
| 231 | 707530 | Type V Standard, 30' | EACH | 1 | $ | 9,760.00 |
| 232 | 707540 | Type V Standard, 40' | EACH | 1 | $ | 14,640.00 |
| 233 | 707550 | Type V Standard, 50' | EACH | 1 | $ | 18,300.00 |
| 234 | 707742 | Type V Standard, 40', 2 Arms | EACH | 1 | $ | 10,980.00 |
| 235 | 707801 | Remove & Reset Type I Standard Complete | EACH | 1 | $ | 2,440.00 |
| 236 | 707810 | Remove & Reset Light Stand & Luminaire | EACH | 1 | $ | 3,660.00 |
| 237 | 707820 | Remove & Reset Traffic Signal & Mast Arm | EACH | 1 | $ | 8,540.00 |
| 238 | 709020 | Rigid Electrical Conduit 2" | L.F. | 1 | $ | 55.00 |
| 239 | 709030 | Rigid Electrical Conduit 3" | L.F. | 1 | $ | 61.00 |
| 240 | 709040 | Rigid Electrical Conduit 4" | L.F. | 1 | $ | 74.50 |
| 241 | 710000 | Electrical Pull Box (Standard) | EACH | 1 | $ | 3,050.00 |
| 242 | 710010 | Electrical Pull Box (Large) | EACH | 1 | $ | 12,200.00 |
| 243 | 711102 | Single Conductor 2 | L.F. | 1 | $ | 9.76 |
| 244 | 711230 | Single Conductor 3/0 | L.F. | 1 | $ | 18.30 |
| 245 | 716000 | Lighting Items Complete in Place (refer to Section 716, SSHBC) | L.S. | 1 | $ | 15,000.00 |
| 246 | 716701 | LED Roadway Luminaire | EACH | 1 | $ | 1,342.00 |
| 247 | 720060 | Vehicular Impact Attenuators Unit-Work Zones | EACH | 1 | $ | 18,300.00 |
| 248 | 721000 | Removal of Pavement Marking (Water Blasting) | L.F. | 1 | $ | 4.88 |

JDR&ASS-01 BSALMON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2025

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME: Michelle Vialpando<br>PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972<br>E-MAIL ADDRESS: michelle.vialpando@hubinternational.com |
| INSURED<br>JDR & Associates, LLC<br>274 Dinosaur Trail<br>Santa Fe, NM 87508 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Selective Insurance Company of America — 12572<br>INSURER B : Builders Trust of New Mexico<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X PD Ded: $1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | S 2567990 | 1/1/2025 | 1/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 15,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | S 2567990 | 1/1/2025 | 1/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | S 2567990 | 1/1/2025 | 1/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 6533 | 1/1/2025 | 1/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 2,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | Employee Dishonesty | | | S 2567990 | 1/1/2025 | 1/1/2026 | Ded: $500 / | 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call projects with the City of Santa Fe

**CERTIFICATE HOLDER**

City of Santa Fe -Public Works Department – Complete Streets
737 Rufina St
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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# GB JDR & Associates Construction Contract ITB 25120

Final Audit Report 2025-08-08

| | |
|---|---|
| Created: | 2025-08-08 |
| By: | Amanda Archuleta (ajarchuleta@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAATbkrhl8fT_7W3oC8eKggCF7B8DGfXmwJ |

## "GB JDR & Associates Construction Contract ITB 25120" History

Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2025-08-08 - 6:24:13 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-08-08 - 6:25:27 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-08-08 - 6:51:23 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-08-08 - 6:52:15 PM GMT- IP address: 63.232.20.2

Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-08-08 - 6:52:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-08 - 6:52:17 PM GMT

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## ARCHULETA, AMANDA J.

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Wednesday, October 9, 2024 3:39 PM
**To:** ARCHULETA, AMANDA J.
**Subject:** RE: On call small roadway trail and sidewalk ITB and Contract

Hi, it's updated. Here is the new determination. I don't think you need to send it to Horizons as their services do not match.

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687555809%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YuRJ0D4dldlhXHG9bYXr7Euk3xbhGmpNpIytNBLJTj8%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77

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• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687661332%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C%7C&sdata=z0Jy4fibSVDlcoO2j1htS09wtXdZhwOfukMclLQtn6U%3D&reserved=0

o ITBs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253a48e1e4588c0440a09cfbd9b907ed42d4%2540thread.tacv2%2FITB%252520Requests%3FgroupId%3Da367d8c2-

992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687673304%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=JrmpDBZIKPEI9Qj0kyFyBm1INZltJlgkToaNcpe5340%3D&reserved=0
o Determination requests to purchasing_det@santafenm.gov o 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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687694880%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=YK2tAQrPw860ccLxvx55pAYLI%2BnWHe%2B2ch2u%2BZVuQvU%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 1:26 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

HI Travis,

I wanted to ask before I send to Horizons was this the SOW that you made the determination on?

Work includes, but is not limited to, construction and repairs of concrete and asphalt multi-use trails, unpaved trails; concrete sidewalk curb and gutter sections including curb ramps; brick sidewalks and crosswalks; small asphalt pavement section milling, paving and patching; small roadway drainage infrastructure including culverts, drains

(manhole adjustments, manhole replacements, fillets, valley gutters replacement of drop inlet), parking lot pavement rehab and conservation, fog and crack sealing and striping and similar projects throughout the City of Santa Fe. Contractor will effectively communicate with the City, property owners, the public, regulatory bodies, other contractors as needed for thorough planning and compliant, safe and efficient completion of each Project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verification of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

Maintenance of Traffic

The Contractor shall furnish traffic control devices, ensure protective and safety measures are implemented for the duration of the work per the Task Order and Purchase Order. If the Contractor fails to do so, the City will notify the Contractor of the deficiency and the Contractor shall take corrective action within the time frame specified. Failure by the Contractor to take the corrective action as directed by the City shall result in the City assessing to the Contractor the incurred costs for the corrections plus 10% for administrative costs.

The Contractor shall not endanger the traveling public at any time during execution of the work including when moving equipment on or across the right of way (ROW). The Contractor's equipment shall enter and leave the ROW and roadway in the direction of traffic, except with the written approval of the City.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Work. The Contractor shall advise and schedule access modifications with local business owners and residences and the City at least 24 hours in advance.

The Contractor shall not allow traffic to access partially completed sections of the ROW unless directed or approved by the City. If the ROW is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening and traffic control until final acceptance of the project. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

Storage of Materials

The Contractor shall request from the City written approval to store equipment or materials within the ROW for the execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for stored materials and equipment.

Final Clean Up

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all material, rubbish, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the City or otherwise required by the Contract.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage.

The Contractor shall, when excavation is complete, contour grade pits to blend with the natural topography and historical drainage of the surrounding area or in accordance with the Contract or agreements with the property owners.

Compliance with Plans and Specifications The Contractor shall perform the work and provide the materials in substantial compliance with the requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the City determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The City determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the City may determine the work is nonetheless acceptable. In that case, the Contractor shall provide an adjustment to the quotation for work and/or materials associated with the accepted change.

Excavation and Coordination with Utilities The Contractor shall plan and coordinate with utilities for relocations, adjustments, and installations of utilities in a manner that ensures quality work that does not delay or reduce the efficacy compliance of project. It is the Contractor's responsibility to adequately coordinate, notify and or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation. Contractor shall provide the City with utility companies' fill and compaction test results within 24 hours of work. Failure of this work

The Contractor shall copy the City on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the City weekly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of excavation work.

The Contractor shall terminate operations in the immediate area of any utility conflict encountered during the work. The Contractor shall contact the City immediately and provide written notice to the City within 8 hours of the conflict being discovered. The Contractor shall continue work in other areas. If the conflict could not have reasonably been discovered in advance, the Contractor may request additional contract time or compensation. The Contractor shall provide the City evidence of adequate coordination and steps of discovery and cooperation with utilities to resolve the conflict. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the City evidence of diligent communications and coordination activities with utilities.

Cooperation between Contractors
The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other contractors are unable to agree upon the sequence of work or other matters, the Contractor shall request that the City provide direction. The City will allow a reasonable time for all parties to provide input and will issue a decision binding on all parties.

Inspection of Work
The Contractor shall provide the City with 48-hour notice for inspection of work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The City may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the City's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

Removal of Unacceptable and Unauthorized Work Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the City to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

The Contractor is responsible that all materials and equipment delivered to the site be in good condition and meet all performance specifications.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Contractor will provide a schedule for the removal and replacement for acceptance by the City.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the City’s direction or as provided in the Contract;

Work performed beyond the limits of the Project or plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the agreed to schedule, the City may perform or caused to be performed, the removal and replacement. The Contractor shall reimburse the City for any incurred costs of such work plus ten percent (10%) for administrative costs.

Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic (pedestrian, bicycle or vehicle) on the unfinished portion of the ROW.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

Failure to Maintain Project Area

If the Contractor fails to maintain the Project area, the City shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the City may issue a written notice of "Non-Conformance".

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the City may perform or cause to be performed maintenance of the project. The Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

Project Closure

Step I. Contractor Notice of Projected Substantial Completion Date Step II. Project Inspection and Development of Punch List Step III. Notice of Punch List Completion and Request of Final Inspection Step IV. Final Inspection

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the City of the projected substantial completion date. This notice shall be provided a minimum of 5 days prior to the projected date unless otherwise approved by the City.

b. Step II. Project Inspection and Development of Punch List

The City shall inspect or cause to be inspected the Project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The City shall provide the Contractor written notice that all work is complete or shall provide a punch list.

c. Step III. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the City that the punch list is complete and request final inspection.

d. Step IV. Final Inspection

The final inspection by the City will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the City shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the City and City shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The City shall provide written notification of the final inspection acceptance to the Contractor within five (5) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:
1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or, 4. The City's warranty or guaranty rights.

Or is it just the first paragraph?

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:58 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

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

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Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687717504%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=LFZMlMDDon1maXMZgjS7uuhjzLvmXOyklJJA7fe9zfw%3D&reserved=0
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-----Original Message-----
From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:46 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

I will add this to Munis and send it in teams with the ITB #.

Amanda Archuleta
Public Works – Complete Streets Contracts Administrator
Phone: 505-955-6631
Mobile: 505-629-7286
Email: ajarchuleta@santafenm.gov

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Wednesday, October 9, 2024 9:11 AM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE: On call small roadway trail and sidewalk ITB and Contract

Hi Amanda, will please submit this in Munis? Please see the attached "ITB and RFP Submission Process."

Here is the determination:

The scope of work as written would be Construction. 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. • If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - ereview@santafenm.gov -Vehicles – dmjaramillo@santafenm.gov -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov; evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov -Emergency Related Purchases - bgwilliams@santafenm.gov -Asset over $5k - lmstorey@santafenm.gov • Ensure that the appropriate templates and forms are used
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687727808%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=GngvKD4IFx%2BJ%2B452smXx0PjcxVVDvntodC3f3roNWz4%3D&reserved=0 and documented procedures/laws/rules are followed. • > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails. • If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan

approved before you process. • < $20k per year, one quote is acceptable. • From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023. • Please keep this as part of the procurement file for future reference. • Figure out your funding source and inform Purchasing. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand. • Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money. o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.generalservices.state.nm.us%2Fstate-purchasing%2Fstatewide-price-
agreements%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687737931%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=97KDzAVUZZNT7Pk9jG7HyBwY6goRwe5hpMrcYKD3uqA%3D&reserved=0 (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.) o
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fnaspovaluepoint.org%2Fcategories%2F&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687748491%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=ljliOTMVKE8RtqI3jzD7C3lY4aR7py6%2BAgPNST5Hn7E%3D&reserved=0
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o https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sourcewell-mn.gov%2Fcontract-search&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687800829%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=wkr4H9KoqfubxM7P2cOkekMKJiPBv%2FbODtNFJhTT3ko%3D&reserved=0

• Submit or send your request to the appropriate MS Teams channel or email address: o RFPs requests to https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fteams.microsoft.com%2Fl%2Fchannel%2F19%253ad63b9c8b586d424fa5eed34177146ac5%2540thread.tacv2%2FRFP%252520Requests%3FgroupId%3Da367d8c2-992f-4c74-8e7d-0ccb6950c9a1%26tenantId%3D77b69f5a-55ed-4363-8616-4867b0bc707f&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687812869%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=emO4vlhwiZq9tE1DZgURxtufRTw67kkCDkjM1LwHX14%3D&reserved=0
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o Determination requests to purchasing_det@santafenm.gov o 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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687836442%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=8VZEGt3zuXNw0k4YmJMCZzLMFyIC8s%2B51wB%2FSogTMcE%3D&reserved=0

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx
Internal Link:
https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fintranet.santafenm.gov%2Ffinance_1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687847545%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=nVzmYS2Spcdi6sfVsIDsShlDV9JuEeobQL7t7SwgWUI%3D&reserved=0
More Procurement, less drama ~ John Blair

-----Original Message-----

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, October 8, 2024 8:34 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Cc: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: On call small roadway trail and sidewalk ITB and Contract

Hello Amanda (and everyone),

Here, finally, are the edited ITB and Construction Contract for routing. I hope I got most everything and did this right!

Appreciate everyone's help. I have had a lot of input from the Streets Maintenance and Capital Projects Team on this. Very valuable process.

Please let me know if you have any questions or comments.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: WHEELER, REGINA A.
Sent: Tuesday, September 17, 2024 1:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

OMG Travis, thank you so much for fast response and new template integration! And thank you Joseph and Joann for support.

I will review soon and ask Amanda for help to submit via Teams!

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

-----Original Message-----
From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, September 16, 2024 5:42 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Sidewalk trails and patching scope for ITB for Price Agreements

Regina,
I moved the SOW and items to the ITB template and can continue working on it if you need me to. Otherwise, you can have someone clean it up and update the contract template. Please let me know. Kathy and JoAnn have both said their willing to help as well.

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://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsantafenm.gov%2Ffinance-2%2Fpurchasing-1&data=05%7C02%7Cajarchuleta%40santafenm.gov%7C8ead050428264bbd752a08dce8aad8cd%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638641067687858622%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=fh9WVFFMeXBO7at43hlux9eHZT7Bmbw4kPhqof%2Bf8zk%3D&reserved=0
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-----Original Message-----
From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Friday, September 13, 2024 1:51 PM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; 'joseph kashiwagi' <josephkashiwagi@ksm-inc.com>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: Sidewalk trails and patching scope for ITB for Price Agreements

Hello Travis, Joseph and Joann,

Attached is the scope of work and bid sheet for a ITB procurement for Price Agreements for the City to use to repair sidewalks, trails and road sections. These contracts are essential for City to come into compliance with our code that says we fix sidewalks quickly after problems are reported. It is also essential to spend the $1M just appropriated by GB for sidewalk repairs.

Thank you for letting us know the next steps for this effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Department Director
Acting Complete Streets Division Director rawheeler@santafenm.gov
505-690-4197

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Airport | 8/25/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *(enter as positive #)* | *(enter as negative #)* |
| WIP Design | 5450407 | 572960 | AIR2554520 | 90,193 | |
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| REVENUES | | | | *(enter as negative #)* | *(enter as positive #)* |
| NMDOT | 5450407 | 490550 | AIR2554520 | (90,193) | |
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| | | | | $ - | $ - |

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

U S Department of Transportation Federal Aviation Administration Grant 3-35-0037-066-2025 in the amount of $90,193 for funding the rehabilitation of Taxiway F- Design

g p y p

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

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

Paulette Ortiz — 8/25/2025
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date 8/26/25

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

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

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


**DATE:** **August 25, 2025**

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

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

**VIA:** **Paulette Ortiz, Grant Administrator** PO
Erika Lujan 8/26/25

---

**ITEM AND ISSUE:**

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

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


(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov
Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)


**BACKGROUND AND SUMMARY:**

The Santa Fe Regional Airport was awarded a U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the purpose Rehabilitation of Taxiway F- Design. The U.S. Department of Transportation Federal Aviation Administration is funding 95% of the project costs.

The New Mexico Department of Transportation Aviation Division is funding 4% of the project with Grant SAF-25-04. The remaining 1% of costs will be funded by the City of Santa Fe. The state and city portion of funding was submitted on a separate BAR due to the timing of receiving the grants from each entity.

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**ACTION:**

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

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

**COMMITTEE REVIEW:**

Public Works & Utilities: 09/02/2025
Finance Committee: 09/08/2025
Governing Body: 09/10/2025

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

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

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

Dear Alan Webber:

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

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

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

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 05, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

**Signature:**

**Email:** jdgunn@santafenm.gov

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

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

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

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

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

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

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

Sincerely,

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT**
**GRANT AGREEMENT**
**Part I - Offer**

Federal Award Offer Date

Airport/Planning Area **Santa Fe Regional Airport**

Airport Infrastructure Grant Number **3-35-0037-066-2025**

Unique Entity Identifier **QLN2YKMMJ8X6**

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

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

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

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

**Rehabilitate Taxiway F – Design (Phase 1)**

which is more fully described in the Project Application.

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

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

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

## CONDITIONS

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

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

   **$90,193** for airport development or noise program implementation

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

   a. Period of Performance:

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

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

   b. Budget Period:

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

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

   c. Close Out and Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 05, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    a. May not be increased for a planning project;

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

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

        1. 15 percent; or

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

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

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

19. **Audits for Sponsors.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Trafficking in Persons.**

1. *Posting of contact information.*

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

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

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

i. Severe forms of trafficking in persons;

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Associated with performance under this Grant; or

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

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

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

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

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

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

         a) Associated with performance under this Grant; or

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

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

## SPECIAL CONDITIONS

35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

            ii. Location;

            iii. Distress types; and

            iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

39. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**

_____
*(Signature)*

_____
*(Typed Name)*

_____
*(Title of FAA Official)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Santa Fe
*(Name of Sponsor)*

_____
*(Signature of Sponsor's Authorized Official)*

**By:** _____
*(Typed Name of Sponsor's Authorized Official)*

**Title:** _____
*(Title of Sponsor's Authorized Official)*

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**IN WITNESS WHEREOF**, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 22, 2025 16:53:21 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K Oster

_____
EMILY OSTER, FINANCE DIRECTOR

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

**By:** _____
*(Signature of Sponsor's Attorney)*

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

# ASSURANCES

## AIRPORT SPONSORS

### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

### B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

**EXECUTIVE ORDERS**

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

***FOOTNOTES TO ASSURANCE (C)(1)***

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**1. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**2. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**3. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**4. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**5. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**13. Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**14. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**15. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

**16. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**17. Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**18. Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**19. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**20. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**21. Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**22. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**23. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**24. Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

**25. Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**26. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**27. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**28. Airport Layout Plan.**

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**29. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**30. Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**31. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**32. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**33. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 14, 2025.

**34. Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**35. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**36. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**37. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**38. Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

# City of Santa Fe New Mexico
## Memorandum

**Date:** July 24,2025

**To:** Governing Body

**Via:** Regina Wheeler, Public Works Department Director RW

**From:** Gabrielle Chavez, Transit Director of Administration GC
Andrew Baca, Interim Transit Director of Operations

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**ACTION:**
Request for Approval of a Grant Agreement with the New Mexico Department of Finance and Administration via the New Mexico Match Fund in the Total Amount of $4,018,120 to Match the Section 5307 Operating Assistance Federal Transit Administration Grant. (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Proceeds from the New Mexico Match Fund Grant in the Amount of $2,012,231 to FY25 and FY26 Transit Revenue.

**BACKGROUND AND SUMMARY:**
The City has been awarded a New Mexico Match Fund Award, to match the FY21 and FY22 Section 5307 Operating Formula Funding recently received for FY25 and FY26 Operating Assistance by FTA. The purpose of the grant is to provide fixed route service, and salaries and fringe benefits for the City of Santa Fe's Transit operations. The FY26 budget had planned for a $2,012,231 local match grant, but since the match grant added $4,018,120, a budget correction is being made on this BAR.

**FUNDING SOURCE: FTA Section 5307 Grant ID #QLN2YKMMJ8X6**
Munis Project Ledger ID: PWD2554060
Munis Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Operations/5400491
Munis Revenue Obj Name/Number: NM DFA/490210
Munis Expenditure Obj Name/Number: Various Transit Operating

**ATTACHMENTS:**
FTA Grant Agreement
Project Ledger Request Form
BAR

New Mexico
Department of Finance
and Administration
Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985
Infrastructure Planning & Development Division
Wesley Billingsley, Division Director

**RECIPIENT: CITY OF SANTA FE**
**Vendor ID: 0000054360**
**Location: 001**
**Address: PO BOX 909 SANTA FE NM 87504-0000**

| APPROPRIATION NUMBER: | ALLOCATION AMOUNT: | REVERSION DATE: |
|---|---|---|
| ZI5044-81254 | $4,018,120.00 | **Six (6) months after the end date of the associated federal grants period of performance** |

## ALLOCATION PURPOSE

Four million eighteen thousand one hundred twenty dollars for costs to match federal Section 5307 Operating Assistance for Public Transportation Service Program. Funds unexpended by the date specified in the period of performance terms of your federal grant agreement, will be reverted to the State of New Mexico within 6 months of the federal grant closeout.

## ALLOCATION DISBURSEMENT

100% of the allocated funds will be disbursed upon execution of the agreement. The Allocation Recipient agrees to submit Annual reports using AmpliFund, providing updates on the status of the expenditures from this appropriation. The Recipient also understands and agrees to use the allocated funds in accordance with the New Mexico Match Fund Policy.

## CERTIFICATION

I hereby certify that City of Santa Fe**:**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will submit monthly reporting through AmpliFund.
3. Will adhere to the Match Fund policy.

_____ _____
Alan Webber, Mayor, City of Santa Fe,_____ Date

_____ _____
Emily Oster, Finance Director, City of Santa Fe_____ Date

## PUBLICITY

Any Publicity regarding this agreement must not be released without prior written approval from the DFA. For purposes of this agreement, "Publicity" means notices, informational pamphlets, press releases, email response, research, reports, signs, and similar public notices prepared by or for the Subrecipient or jointly with others. The Recipient shall not issue, without consent of the DFA, any press release, or make any public announcement with respect to this agreement. In the performance of responsibilities under this agreement, the Recipient agrees to obtain approval of the DFA in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the image of the DFA or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public. For violations of this provision, as determined solely by the DFA, the DFA reserves the right to terminate this agreement.

New Mexico
Department of Finance
and Administration

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Infrastructure Planning & Development Division
Wesley Billingsley, Division Director

**APPROVAL**

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for a matching grant in the amount of $4,018,120.00

_____ _____

Wesley Billingsley
Director, Infrastructure Planning & Development Division

Date

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Aug 13, 2025 13:56:57 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

_____
Org./Object

# Draft Match Fund Grant Agreement City of Santa Fe 81254

Final Audit Report 2025-08-13

| | |
|---|---|
| Created: | 2025-08-13 |
| By: | MATTHEW HARDING (mrharding@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAaPFK8ZVT7hSweVgwGZ45ppSJL9dGLhK3 |

## "Draft Match Fund Grant Agreement City of Santa Fe 81254" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-08-13 - 7:51:55 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2025-08-13 - 7:52:41 PM GMT

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2025-08-13 - 7:56:21 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-08-13 - 7:56:55 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-08-13 - 7:56:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: REVISED 7/21/25

Project Title: SEC 5307 FY21/22 OPERATING ASSISTANCE

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2554060

Grant ID: F2528/S2605

Approved By: ERIKA LUJAN (Jul 21, 2025 17:02 MDT)

CT (Finance Use Only)

Department: PW-TRANSIT Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 7/1/2025 to 9/30/2026 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: USDOT-FTA SEC 5307 URBANIZED FORMULA GRANT % of Funding: 50

MUNIS ORG: 5400491 MUNIS OBJ: 490550 Awarded Amount: 4,018,120.00

Funding Source: NM DFA MATCH GRANT % of Funding: 50

MUNIS ORG: 5400491 MUNIS OBJ: 490210 Awarded Amount: 4,018,120.00

**Expense String Phase: NOW INCLUDES DFA MATCH AWARD /PROJ TOTAL: 8,036,240.00**

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: GRANT TERM POSITIONS MUNIS ORG: 5400491 MUNIS OBJ: 500110

**Grants Only (list all grants if applicable):**

Grantor Name: USDOT FTA NM 2025-009 SEC 5307 OPERATING ASSTC Awarded Amount: 4,018,120.00

AR Charge Code: 5440491.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.507

Grantor Name: NM DFA MATCH GRANT ZI5044-81254 Awarded Amount: 4,018,120.00

AR Charge Code: 5400491.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

***(If grants please provide all grant award documents with form)*** ☑ Attached Grant Documentation

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Works Department / Transit Division | 7/23/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
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| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NM DFA Match Grant ZI5044-81254 | 5400491 | 490210 | PWD2554060 | (4,018,120) | |
| NM DFA Match Grant | 5400491 | 490210 | | | 2,012,331 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ (4,018,120) | $ 2,012,331 |

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

Local Match assistance from NM DFA for the FY21/FY22 Section 5307 USDOT/FTA Operating Assistance Grant to provide fixed route service, and to cover salaries and fringe benefits expenses incurred beginning 07/1/2024 until 09/30/2026 for transit agency operations.

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

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

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

Carol Swenson — 7/23/2025
Prepared By *{print name}* — Date

Gabrielle Chavez (Aug 25, 2025 14:20:26 MDT)
Division Director — Date

Regina Wheeler
Regina Wheeler (Aug 25, 2025 14:25:31 MDT)
Department Director Signature — Date

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

# GB Packet FY26 Transit DFA Match contract to Sect 5307 final

Final Audit Report 2025-08-25

| | |
|---|---|
| Created: | 2025-08-25 |
| By: | YVONNE SWENSON (ycswenson@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAtAupZlrgQmyeR2yqWdB3dIP3piqKrMxs |

## "GB Packet FY26 Transit DFA Match contract to Sect 5307 final" History

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Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-08-25 - 8:25:29 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-08-25 - 8:25:31 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
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Signature Date: 2025-08-25 - 9:07:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-08-25 - 9:07:07 PM GMT

CITY OF SANTA FE

# The Purchasing Memo

**Date: August 19, 2025**

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

**Via:** Jesse Roach, Interim Public Utilities Director JR

Jonathan Montoya, Interim Water Division Director JM

**From:** Randy Lopez, Transmission & Distribution Supervisor RL

**Subject:** Meter Calibration & Testing Service

**Vendor Name:** Pure Operations LLC

**Munis Vendor Number:** 4398

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## ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Item #25-0090 with Pure Operations LLC to Increase the Compensation by $1,477,688.00 for a New Total of $1,926,888.00, and to Extend the Term through June 30, 2030 for Managing large distribution meters ranging in size from 2” to 10” for the City and will also include services for a city/county joint venture known as the Buckman Direct Diversion.

## CONTRACT NUMBER:

The FY25 Munis contract number is 3250437

## BACKGROUND AND SUMMARY:

Transmission and Distribution has a current contract with Pure Operations LLC for large meter testing and repairs. This is a requirement contract with the American Water Works Association (AWWA) Compliance for water account accuracy, water loss and correct billing information. We are asking to extend Contract 3250437 to FY30, increase compensation, and add to the Scope of work: replacement of Pressure Relief Valves (PRV), Valves and accessories; Trouble shooting and repairs of existing PRVs; Supply of new PRVs, Accessories and Complete Vault Systems; Supply of all Equipment necessary to Convert PRV Stations to Metering Stations; and Engineering and Consulting Service for Design of New PRV Stations.

The original Contract date was March 13, 2025. The City Clerk’s Item Number is 25-0090

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** 550

**Munis Org Name/Number:** 5050386

**Munis Object Name/Number:** 520150

**Budget Officer / Designee:** Andy Hopkins **Date:** 08/19/2025

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-102, ITB

**Chief Procurement Officer (CPO) / Designee:** _____ **Date:** 08/21/2025

**CPO Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

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

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

**If yes, what is the issuing agency:** _____

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

**Comment/Exceptions:** _____

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

**Project Ledger Number:** _____

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

**Comment/Exceptions:** _____

**ATTACHMENTS:**

1. Amendment 1
2. Vendor's Quote
3. Original Contract packet
4. Certificate of Liability Insurance

Item_____
Munis Contract#3250437
Original Contract Item#25-0090
SWPA/GSA/Coop/RFP/ITB #: 24092

**CITY OF SANTA FE, PUBLIC UTILITIES**
**AMENDMENT No. 1 TO**
**Contract #3250437**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE 3250437 CONTRACT, dated March 13th, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Pure Operations, 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 Pressure Relief Valves replacements and testing services.

B. Pursuant to Article 7 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

**SCOPE OF SERVICES**

Article 2 of the Contract is amended to include replacement of Pressure Relief Valves and testing services, so that Article 2 adds lines “k” through “o” as follows:

k) Replacement of PRVs, Valves and Accessories.

l) Trouble shooting and repairing PRVs.

m) Supply of new PRVs, Accessories and Complete Vault Systems.

n) Supply of all Equipment necessary to Convert PRV Stations to Metering Stations.

o) Engineering and Consulting Service for Design of New PRV Stations.

**COMPENSATION.**

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of one million four hundred and seventy-seven thousand six hundred and eighty-eight dollars ($1,477,688.00) and to eliminate the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: U/I (unit of issue) Price

| Commodity | Description | Total Quantities |
|---|---|---|
| (89344) Meters Water | Meter, Water | 250.00 |
| (28780) Testing Equipment and System | Testing Equipment and System, Electronic meter, for water meters per meter. | 250.00 |
| (94139) Digital and Analog Testing Equ | Digital and Analog Testing Equipment Maintenance and Repairs | 250.00 |
| (99255) Miscellaneous Testing and cali | Miscellaneous Testing and calibration Services | 250.00 |
| (89044) Meters, Water | Discount off parts | 0.00 |

The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed one million nine hundred twenty-six thousand eight hundred eighty-eight dollars ($1,926,888.00) for the term of this Contract. The City shall pay the applicable gross receipts tax of $157,436.46 at the rate of 8.1875%. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $2,084,324.46.**

**TERM.**

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2030, unless terminated pursuant to paragraph 6 (Termination) or paragraph 16 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

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

DATE:_____

CONTRACTOR:
**Pure Operations LLC**

Mario Gonzales
Mario Gonzales (Aug 13, 2025 20:48:29 MDT)
_____
MARIO GONZALES, OWNER

DATE: Aug 13, 2025

NMBTIN# 03-098229-00-4

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 14, 2025 09:22:34 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

**PureOps**
748 West Palms
Las Cruces, NM 88007-8146 USA
+15759931511
www.pureops.com

**ADDRESS**
City of Santa Fe
Attn: Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

**SHIP TO**
City of Santa Fe
Attn: Randy Lopez
801 West San Mateo
Santa Fe, NM 87504

# Quote NQ250247

DATE 04/21/2025

EXPIRATION DATE 12/31/2025

**PROJECT**
PRV Service Work Scope

**LEAD TIME**
TBD

**POC EMAIL**
brandon@pureops.com

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| Cla-Val Pressure Reducing Valves Scope of Work & Scope of Supply Equipment and Services Include (But Not Limited To):<br>- Replacement of PRVs, Valves, and Accessories<br>- Troubleshooting and Repairing PRVs<br>- Supply of New PRVs, Accessories, and Complete Vault Systems<br>- Supply of All Equipment Necessary to Convert PRV Stations to Metering Stations<br>- Supply of Parts, Materials, and Rebuild Kits as Needed<br>- Engineering and Consulting Services for Design of New PRV Stations | 1 | 369,422.00 | 369,422.00T |

Email purchase order(s) to sales rep listed.

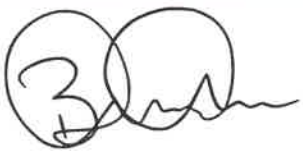
All amounts are subject to tax at the appropriate rate. If tax exemptions apply, valid certifying documentation must be on file with us. However, additional information/certifications may be required in order to verify tax-exempt status. Please understand that for auditing purposes we must comply with all state rules and regulations regarding tax exemptions. We apologize for any inconvenience.

Service fee (3.00%) may apply to payment(s) by credit card.

| | |
|---|---|
| SUBTOTAL | 369,422.00 |
| TAX | 30,246.43 |
| TOTAL | $399,668.43 |

Accepted By

Accepted Date



CITY OF SANTA FE

# The Purchasing Memo

**Date: February 19, 2025**

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

**From:** Randy Lopez, Transmission & Distribution Supervisor

**Via:** Jesse Roach, Interim Public Utilities Director

Jonathan Montoya, Interim Water Division Director

**Subject:** Meter Calibration & Testing Service

**Vendor Name:** Pure Operations LLC

**Munis Vendor Number:** 4398

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**ITEM AND ISSUE:**

Transmission & Distribution respectfully requests your review and approval for FY 24 to FY 28 for Meter Calibration & testing Service for the City of Santa Fe Water Division contract for Pure Operations LLC, contract will be for 4 years with funding to be approved yearly. Funding in the amount of $112,300.00 per year plus gross receipts tax of $9, 194.56, a total amount $485,978.24 for 4 years.

**CONTRACT NUMBER:**

The Munis contract number is 3250437

**BACKGROUND AND SUMMARY:**

Transmission & Distribution received 3 quotes for large meter testing, (please see attached quotes) Pure Operations LLC was the lowest quote that came in. Transmission & Distribution would like to award the 4-year contract to Pure Operations LLC for large meter testing and repair. This is a requirement contract with the American Water Works Association (AWWA) Compliance for water account accuracy, water loss and correct billing information. The contract will be written for 4 years, but funding will be approved every year as needed. Total amount is $112,300.00 and New Mexico GRT will be $9,194.56, in full will be $121,494.56, total amount for the 4 years is $485,978.24, FY 24 to FY 28

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** 550

**Munis Org Name/Number:** 5050386

**Munis Object Name/Number:** 520150

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

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-102, ITB

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

**CPO Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

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

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

**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

**If yes, what is the issuing agency:** _____

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

**Comment/Exceptions:** _____

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

**Project Ledger Number:** _____

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

**Comment/Exceptions:** _____

**ATTACHMENTS:**

Horizons declination
CPO Service Determination Email
Procurement document: ITB
Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
General Services Contract

**CITY OF SANTA FE**
**GENERAL SERVICES CONTRACT**
**Meter Calibration, Testing, Repairs and Reporting Services**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Pure Operations LLC** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The services will include managing large distribution meters ranging in size from 2" to 10" for the City and will also include services for a city/county joint venture known as the Buckman Direct Diversion. Buckman Direct Diversion currently has twenty seven (27) meters ranging in size from 1.5" to 30". Testing will be conducted on a quarterly basis upon the request of the City. All meters will be tested for the following as required.

a) Testing by comparative method utilizing a certified test meter, all meter registers and meters requiring Advanced Metering Infrastructure (AMI) or Automatic Meter Reading (AMR).
b) Provide electromagnetic flowmeter flow verifications for Endress Hauser, Krohne and Badger production meters to manufacture operating parameters meters/tolerance via manufactures approved method. The contractor will inform the City of any failed units along with a recommended solution to maintain compliance.
c) Meter inspection & proper accuracy (high, mid, and low flow based on manufacture specification).
d) Meter repairs as required.
e) Meter parts and accessories.
f) Meter calibration and re-calibration in accordance with American Water Work Association (AWWA).
g) Replacement of meters which cannot be repaired or cannot be calibrated to AWWA standard.
h) Flow sizing accuracy includes problems arising from improper sizing.
i) Calculation of annual water loss for each meter at the tier rates.
j) Ultra sonic testing as required.

The Contractor must track and report to the City within one month of providing the services. The report must be delivered in hard-copy form and in an electronic version. A report at the end of each fiscal year needs

to be provided to include all work performed within the fiscal year, the City's fiscal year is from July1, through June 30 of any subsequent year.

The Contractor shall provide a recommendation to the City for the replacement of the meters. The City will review and provide approval or rejection of recommended replacements. The Contractor will not replace the meters without the City representative or designee written approval.

It will be the Contractors responsibility to meet Federal, State, and City regulatory requirements for all safety requirements, including but not limited to entry to confined space in accordance with Occupational Safety Health Association (OSHA) regulations.

Contractors must provide proof of the following Licenses and Certifications.

a) Must have a level 3 New Mexico Utility Operator Certification (UCOP) to work on city meters.
b) New Mexico Contractor License.
c) Certified confined space entry which meets Federal, State and Local Regulations.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: U/I (unit of issue) Price

| Commodity | Description | Total Quantities |
|---|---|---|
| (89344) Meters Water | Meter, Water | 250.00 |
| (28780) Testing Equipment and System | Testing Equipment and System, Electronic meter, for water meters per meter. | 250.00 |
| (94139) Digital and Analog Testing Equ | Digital and Analog Testing Equipment Maintenance and Repairs | 250.00 |
| (99255) Miscellaneous Testing and cali | Miscellaneous Testing and calibration Services | 250.00 |
| (89044) Meters, Water | Discount off parts | 0.00 |

The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed **one hundred twelve thousand three hundred dollars ($112,300)** per fiscal year, for a total of **four hundred forty nine thousand two hundred dollars ($449,200)** excluding gross receipts tax and expenses for the four (4) year term of this Contract. The City shall pay the applicable gross receipts tax. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract.

B. Payment. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement

reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable - The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Default and Force Majeure**

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

**6. Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

7. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

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

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

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

All terms and conditions of ITB **24092, Meter Calibration, Testing, Repairs and Reporting Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. **Notice**

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

23. **Equal Opportunity Compliance**

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

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. **New Mexico Tort Claims Act**

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

26. **Applicable Law**

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

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

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

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

32. **Insurance**

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

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

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

33. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

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

35. **Enforcement of Contract**

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

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Water Division
ATTN:T&D Supervisor & T&D Manager
801 W San Mateo

Santa Fe, NM 87504

To the Contractor:
Pure Ops
Rebecca Gonzales
748 West Palms, NM 88007
Connect@pureops.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Pure Ops
Rebecca Gonzales
748 West Palms, NM 88007
Connect@pureops.com

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____ _____

CONTRACTOR:
**Pure Operations LLC**

Mario Gonzales
Mario Gonzales (Feb 11, 2025 16:17 MST)
_____
MARIO GONZALES , OWNER

DATE: Feb 11, 2025

NMBTIN#: 03-098229-00-4

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 12, 2025 18:26 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

**PureOps**
748 West Palms
Las Cruces, NM 88007 US
+1 5759931511
www.pureops.com

**ADDRESS**
City of Santa Fe
Attn: Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

**SHIP TO**
City of Santa Fe
Attn: Randy Lopez
801 West San Mateo
Santa Fe, NM 87504

# Quote NQ240216

**DATE** 04/24/2024

**EXPIRATION DATE** 12/31/2024

**PROJECT**
2024 Meter Testing

**POC EMAIL**
brandon@pureops.com

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| Meter Testing, Repair and Calibration Services of All Commercial Sized Meters (3" and Larger) For The City Of Santa Fe T&D Department for 2023/2024 Fiscal Year<br>Scope Of Work Includes: | 1 | 112,300.00 | 112,300.00T |
| - Mobilization / Demobilization of Meter Testing Technicians and Necessary Equipment | | | |
| - Volumetric Flow Testing & Verification Using a MARS VF4 NIST Certified Meter Testing System | | | |
| - Repairs on Low Side Chamber, High Side Turbine, Or Main Check Valve (If Needed) | | | |
| - Repair Or Replacement Of Meter Registers (If Needed) | | | |
| - Calibration And Re-Testing Of Meters (If Needed) | | | |
| - Installation Or Replacement of Test Port Plumbing (If Needed) | | | |
| - Complete Meter Replacement Services (If Needed), Includes Cost Of New Meter | | | |
| - Equipment, Materials, And Tooling Needed For Services Listed Above | | | |
| - All Travel Expenses To Include Hotel, Mileage, Travel Time, Fuel, And Per Diem | | | |

All amounts are subject to tax at the appropriate rate. If tax exemptions apply, valid certifying documentation must be on file with us. However, additional information/certifications may be required in order to verify tax-exempt status. Please understand that for auditing purposes we must comply with all state rules and regulations regarding tax exemptions. We apologize for any inconvenience.

| | |
|---|---|
| SUBTOTAL | 112,300.00 |
| TAX | 9,194.56 |
| **TOTAL** | **$121,494.56** |

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2024

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>3830 E Lohman Avenue<br>Suite 3<br>Las Cruces, NM 88011-8446 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (575) 524-8686 FAX (A/C, No): (866) 595-6750<br>E-MAIL ADDRESS: |
| INSURED<br>Pure Operations LLC<br>748 West Palms<br>Las Cruces, NM 88007 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : EMCASCO Insurance Co. 21407<br>INSURER B : Employers Mutual Casualty Company 21415<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | 6D57031 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | X | X | 6E57031 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | 6J57031 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6H57031 | 7/1/2024 | 7/1/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 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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**MACALLISTER, LINDA M.**

**From:** DUTTON-LEYDA, TRAVIS K.
**Sent:** Thursday, May 23, 2024 12:18 PM
**To:** MACALLISTER, LINDA M.; Purchasing DET
**Cc:** LOPEZ, RANDY J.; WILLIAMS, JEANETTE X.
**Subject:** RE: updated SOW 3204417 Pure Ops DETERMINATION

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor# 8673) (mloehrnan@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  IT components - ereview@santafenrn.gov
  Vehicles - dmjaramillo@santafenrn.gov
  Grants - mtbonifer@santafenrn.gov; cmthompson@santafenrn.gov
  Facilities, Furniture, Fixture, Equipment - jsburnett@santafenrn.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenrn.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be 1TB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing.** To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed341771 46ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a 1&tenantId=77b69f5a-55ed-4363-861 6-4867b0bc707f
    - 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

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

LOPEZ, RANDY J.

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Wednesday, July 31, 2024 11:17 AM
**To:** LOPEZ, RANDY J.
**Subject:** Re: Large Meter Calibration

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

Good morning Randy,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**
**Executive Director**

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Jul 30, 2024 at 2:47 PM LOPEZ, RANDY J. <rjlopez@santafenm.gov> wrote:

Hello Matt,

Here is scope of work for large meter testing and Calibration for City Of Santa Fe Water.

The City of Santa Fe is seeking bids for meter testing, repairs, calibration, parts, replacements and reporting services.

The Bidder will provide services to manage large distribution meters ranging in size from 2" to 10" for the City of Santa

Fe and will also provide services for a city/county joint venture known as the Buckman Direct Diversion. Buckman Direct Diversion which currently has 27 meters ranging in size from 1.5" to 30". Testing will be conducted on a quarterly basis upon the request of the city. All meters will be tested for the following as required.

1. Testing by comparative method utilizing a certified test meter, all meter registers and meters requiring Advanced Metering Infrastructure (AMI) or Automatic Meter Reading (AMR).

2. Provide electromagnetic flowmeter flow verifications for Endress Hauser, Krohne and Badger production meters to manufacture operating parameters meters/tolerance via manufactures approved method. The contractor will inform the City of Santa Fe of any failed units along with a recommended solution to maintain compliance.

3. Meter inspection & proper accuracy (high, mid, and low flow based on manufacture specification).
4. Meter repairs as required.
5. Meter parts and accessories.
6. Meter calibration and re-calibration in accordance with American Water Work Association (AWWA).
7. Replacement of meters which cannot be repaired or cannot be calibrated to AWWA standard.
8. Flow sizing accuracy includes problems arising from improper sizing.
9. Calculation of annual water loss for each meter at the tier rates.
10. Ultra sonic testing as required.

The Bidder must track and report to the city within one month of providing the services. The report must be delivered in hard-copy form and in an electronic version. A report at the end of each fiscal year needs to be provided to include all work performed within the fiscal year, the city's fiscal year is from July1, through June 30 of any subsequent year.

The contractor shall provide a recommendation to the city for the replacement of the meters. The city will review and provide approval or rejection of recommended replacements. The Bidder will not replace the meters without the city representative or designee written approval.

It will be the Bidders responsibility to meet Federal, State, and City regulatory requirements for all safety requirements, including but not limited to entry to confined space in accordance with Occupational Safety Health Association (OSHA) regulations.

Bidders must provide proof of the following Licenses and Certifications.

1. Must have a level 3 New Mexico Utility Operator Certification (UCOP) to work on city meters.

2. New Mexico Contractor License.

3. Certified confined space entry which meets Federal, State and Local Regulations.

*Randy Lopez*

*Transmission & Distrubution Supervisor*

*( 505)955-4246 or (505)699-2845*

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2025

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

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| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>3830 E Lohman Avenue<br>Suite 3<br>Las Cruces, NM 88011-8446 | CONTACT NAME: Terry Hijar<br>PHONE (A/C, No, Ext): (505) 944-8426 FAX (A/C, No): (505) 266-3500<br>E-MAIL ADDRESS: terry.hijar@hubinternational.com |
| INSURED<br>Pure Operations LLC<br>748 West Palms<br>Las Cruces, NM 88007 | INSURER A : EMCASCO Insurance Co. 21407<br>INSURER B : Employers Mutual Casualty Company 21415<br>INSURER C : Arch Insurance Company 11150<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Primary/<br>X Non-Contributory<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | 6D57031-26 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | X | X | 6E57031-26 | 7/1/2025 | 7/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | 6J57031- 26 | 7/1/2025 | 7/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6H57031-26 | 7/1/2025 | 7/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liab. | | | SPL1000027-05 | 12/15/2024 | 12/15/2025 | Policy Aggregate | 2,000,000 |

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

REF: Munis Contract#3250437
Original Contract Item#25-0090
SWPA/GSA/Coop/RFP/ITB #: 24092

**CERTIFICATE HOLDER**

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A,** Exclusion **a.** is amended as follows:

**a.** "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A,** Exclusion **g.(2)** is amended as follows:

**(2)** A watercraft you do not own that is:

**(a)** Less than 60 feet long; and

**(b)** Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A,** Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

| SCHEDULE | |
|---|---|
| **Limits Of Insurance** | **Deductible** |
| $5,000 Each Occurrence | $250 Per Claim |
| $10,000 Annual Aggregate | |

**a.** The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

**(1)** insureds;

**(2)** claims made or "suits" brought;

**(3)** persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

**b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

**c.** If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

**d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "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.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.


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**E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III** – **Limits of Insurance.**

**F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

**G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A** and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

**1.b.** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

**H. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

**I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

**1.** **Section II** – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

**a.** Currently in effect or becomes effective during the policy period; and

**b.** Executed prior to an "occurrence" or offense to which this insurance would apply.

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; and

**c.** Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II** – **Who Is An Insured** of this policy.

**2.** As provided herein, the insurance coverage provided to such additional insureds is limited to:

**a.** Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**b.** Any architect, engineer, or surveyor engaged by you 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:

**(1)** In connection with your premises; or

**(2)** In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**c.** Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any “occurrence” which takes place after you cease to be a tenant in that premises.

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**d.** Any state or governmental agency or subdivision or political subdivision, subject to the following:

**(1)** This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control 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, hoist away 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.

**(2)** This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

**(a)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**e.** Any vendor, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**(1)** The insurance afforded any vendor does not apply to:

**(a)** "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by any vendor;

**(d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

**(h)** "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Subparagraphs **(d)** or **(f);** or

**(ii)** Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**f.** Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**g.** Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

**(1)** This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land; or

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**h.** Any person or organization from whom you lease equipment, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

**i.** Any Owners, Lessees, or Contractors for whom you are performing operations, 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

**(1)** "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:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**(2)** "Bodily injury" or "property damage" occurring after:

**(a)** 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

**(b)** 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.

**j.** Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

**1.** The license granted to you by such person(s) or organization(s) expires; or

**2.** Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

**k.** Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

**l.** Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

**m.** Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

**3.** Any insurance provided to any additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence or willful misconduct of the additional insured or its agents, “employees” or any other representative of the additional insured.

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

If coverage provided to any 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.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured,** Paragraph **2.a. (1)** is amended to add the following:

**e.** Paragraphs **(a), (b),** and **(c)** do not apply to your “employees” or “volunteer workers” with respect to “bodily injury” to a co-“employee” or other “volunteer worker”.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or “volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured,** Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II** – **Who Is An Insured,** Paragraph **3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance,** Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance,** Paragraph **7.** is replaced by the following:

**7.** Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

**(a)** No Coverage; or

**(b)** $1,000; or

**(c)** $5,000; or

**(d)** A limit higher than $10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph **2.** is amended to add the following:

**e.** The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

**(1)** You, if you are an individual or a limited liability company;

**(2)** A partner, if you are a partnership;

**(3)** A member or manager, if you are a limited liability company;

**(4)** An "executive officer" or insurance manager, if you are a corporation; or

**(5)** A trustee, if you are a trust.

**f.** The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

**(1)** You, if you are an individual or a limited liability company;

**(2)** A partner, if you are a partnership;

**(3)** A member or manager, if you are a limited liability company;

**(4)** An "executive officer" or insurance manager, if you are a corporation; or

**(5)** A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is amended to add the following:

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. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

**1.** Your ongoing operations; or

**2.** "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

**1.** Is in effect or becomes effective during the term of this policy; and

**2.** Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**Section I – Covered Autos** Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

**B. BLANKET ADDITIONAL INSUREDS**

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an “insured”:

**1.** Any person or organization whom you have agreed in a written contract or agreement to name as an additional “insured” under your “auto” Policy to provide “bodily injury” or “property damage” coverage, but only with respects to liability arising out of the use of a covered “auto” you own, hire or borrow and resulting from the acts or omissions by you, any of your “employees” or agents. The insurance afforded to such additional “insured” will not be broader than that which you are required to provide for such additional “insured” and applies only to a written contract executed prior to the “bodily injury” or “property damage” and is still in force at the time of the “accident”.

**2.** With respect to the insurance afforded to the additional “insured” described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage:**

The most we will pay on behalf of the additional “insured” is the amount of insurance:

**(1)** Required by the written contract or agreement described above, or

**(2)** Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations;

whichever is less.

**C. EMPLOYEES AS INSUREDS**

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

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.

**D. EMPLOYEE HIRED AUTOS**

**1. Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** provision:

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. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered “auto” you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:


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**(1)** Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

**F. SUBSIDIARIES AS INSUREDS**

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

**G. SUPPLEMENTARY PAYMENTS**

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions**, **Supplementary Payments (2)** and **(4)** are replaced by the following:

**(2)** Up to $5,000 for the 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.

**(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.

**H. FELLOW EMPLOYEE COVERAGE**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**I. TOWING AND LABOR**

**Section III – Physical Damage Coverage, A.2. Towing And Labor** is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

**a.** Up to $100 each time a covered "auto" that is a private passenger type is disabled; or

**b.** Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

**J. LOCKSMITH SERVICES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

**K. TRANSPORTATION EXPENSES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** Subparagraph **a. Transportation Expenses** is replaced by the following:

**(1)** We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

**(2)** If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

**L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS**

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is $5,000, in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

**M. HIRED AUTO PHYSICAL DAMAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

**(1)** The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of $100,000, Actual Cash Value or Cost of Repair, minus the deductible.

**(2)** The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

**(3)** Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**N. AUTO LOAN/LEASE GAP COVERAGE**

**Section III – Physical Damage Coverage** Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of $10,000 on the lease or loan for a covered "auto", including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
   - **a.** Overdue or any deferred lease/loan payments at the time of the "loss";
   - **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   - **c.** Security deposits not returned by the lessor;
   - **d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   - **e.** Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

**O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to $500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

**P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to $500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

**Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

**R. RENTAL REIMBURSEMENT EXPENSES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days

   **a.** The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   **b.** 30 days.
4. Our payment is limited to the lesser of the following amounts:
   - **a.** Necessary and actual expenses incurred; or
   - **b.** $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

**Coverage Extension** included in this endorsement.

**7.** Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

**S. VEHICLE WRAPS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

**Vehicle Wrap**

**1.** This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.

**2.** For loss solely to a "vehicle wrap" attached to a "covered auto" and damaged as a result of a covered Physical Damage "loss", coverage is provided up to the lessor of the cost to repair, replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to $2,000 without a deductible.

3. All other "vehicle wrap" losses exceeding $2,000 are subject to the policy Physical Damage Coverage, deductibles, and policy terms and conditions.

As used herein, "vehicle wrap" means a vinyl graphic applied directly over the original paint of the vehicle for advertising or promotional purposes. This coverage does not apply to wear and tear.

**T. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**U. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total “loss” to a covered “auto” you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered “auto”, minus any applicable deductible shown in the Declarations, at your option:

**a.** The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

**b.** The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

**c.** The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** Subparagraph **2.** is replaced by the following:

**2.** Regardless of the number of covered “autos” damaged or stolen the maximum deductible applicable for all “loss” in any one event caused by:

**a.** Theft or Mischief or Vandalism; or

**b.** All Perils

**c.** Collision

Will be equal to two times the highest deductible applicable to any one covered “auto” on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered “autos” were damaged or stolen in the “loss”.

**W. GLASS COVERAGE**

**Section III – Physical Damage Coverage, D. Deductible** is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered “autos”, no Comprehensive Coverage Deductible applies to the cost of repairing damaged glass on the covered “auto(s)”. A $500 deductible applies to the cost of replacing damaged glass on the covered "auto(s)".

**X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM**

**Section III – Physical Damage D. Deductible** is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any “loss” caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

**Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an “accident”, claim, “suit” or “loss”.

**Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

**Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

**1.** Such "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 such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**AC. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AD. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Signature:** Randy Lopez

**Email:** rjlopez@santafenm.gov

**Signature:** Jonathan Montoya
Jonathan Montoya (Aug 19, 2025 09:49:48 MDT)

**Email:** jmmontoya@santafenm.gov

**Signature:**

**Email:** jdroach@santafenm.gov

CITY OF SANTA FE

# The Purchasing Memo

**Date: February 19, 2025**

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

**From:** Randy Lopez, Transmission & Distribution Supervisor

**Via:** Jesse Roach, Interim Public Utilities Director

Jonathan Montoya, Interim Water Division Director

**Subject:** Meter Calibration & Testing Service

**Vendor Name:** Pure Operations LLC

**Munis Vendor Number:** 4398

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**ITEM AND ISSUE:**

Transmission & Distribution respectfully requests your review and approval for FY 24 to FY 28 for Meter Calibration & testing Service for the City of Santa Fe Water Division contract for Pure Operations LLC, contract will be for 4 years with funding to be approved yearly. Funding in the amount of $112,300.00 per year plus gross receipts tax of $9, 194.56, a total amount $485,978.24 for 4 years.

**CONTRACT NUMBER:**

The Munis contract number is 3250437

**BACKGROUND AND SUMMARY:**

Transmission & Distribution received 3 quotes for large meter testing, (please see attached quotes) Pure Operations LLC was the lowest quote that came in. Transmission & Distribution would like to award the 4-year contract to Pure Operations LLC for large meter testing and repair. This is a requirement contract with the American Water Works Association (AWWA) Compliance for water account accuracy, water loss and correct billing information. The contract will be written for 4 years, but funding will be approved every year as needed. Total amount is $112,300.00 and New Mexico GRT will be $9,194.56, in full will be $121,494.56, total amount for the 4 years is $485,978.24, FY 24 to FY 28

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** 550

**Munis Org Name/Number:** 5050386

**Munis Object Name/Number:** 520150

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

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-102, ITB

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

**CPO Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

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

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

**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

**If yes, what is the issuing agency:** _____

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

**Comment/Exceptions:** _____

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

**Project Ledger Number:** _____

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

**Comment/Exceptions:** _____

**ATTACHMENTS:**

Horizons declination
CPO Service Determination Email
Procurement document: ITB
Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
General Services Contract

Item #: 25-0090
Munis Contract #: 3250437
ITB #: 24092

**CITY OF SANTA FE**
**GENERAL SERVICES CONTRACT**
**Meter Calibration, Testing, Repairs and Reporting Services**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Pure Operations LLC** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The services will include managing large distribution meters ranging in size from 2" to 10" for the City and will also include services for a city/county joint venture known as the Buckman Direct Diversion. Buckman Direct Diversion currently has twenty seven (27) meters ranging in size from 1.5" to 30". Testing will be conducted on a quarterly basis upon the request of the City. All meters will be tested for the following as required.

a) Testing by comparative method utilizing a certified test meter, all meter registers and meters requiring Advanced Metering Infrastructure (AMI) or Automatic Meter Reading (AMR).
b) Provide electromagnetic flowmeter flow verifications for Endress Hauser, Krohne and Badger production meters to manufacture operating parameters meters/tolerance via manufactures approved method. The contractor will inform the City of any failed units along with a recommended solution to maintain compliance.
c) Meter inspection & proper accuracy (high, mid, and low flow based on manufacture specification).
d) Meter repairs as required.
e) Meter parts and accessories.
f) Meter calibration and re-calibration in accordance with American Water Work Association (AWWA).
g) Replacement of meters which cannot be repaired or cannot be calibrated to AWWA standard.
h) Flow sizing accuracy includes problems arising from improper sizing.
i) Calculation of annual water loss for each meter at the tier rates.
j) Ultra sonic testing as required.

The Contractor must track and report to the City within one month of providing the services. The report must be delivered in hard-copy form and in an electronic version. A report at the end of each fiscal year needs

to be provided to include all work performed within the fiscal year, the City's fiscal year is from July1, through June 30 of any subsequent year.

The Contractor shall provide a recommendation to the City for the replacement of the meters. The City will review and provide approval or rejection of recommended replacements. The Contractor will not replace the meters without the City representative or designee written approval.

It will be the Contractors responsibility to meet Federal, State, and City regulatory requirements for all safety requirements, including but not limited to entry to confined space in accordance with Occupational Safety Health Association (OSHA) regulations.

Contractors must provide proof of the following Licenses and Certifications.

a) Must have a level 3 New Mexico Utility Operator Certification (UCOP) to work on city meters.
b) New Mexico Contractor License.
c) Certified confined space entry which meets Federal, State and Local Regulations.

3. **Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: U/I (unit of issue) Price

| Commodity | Description | Total Quantities |
|---|---|---|
| (89344) Meters Water | Meter, Water | 250.00 |
| (28780) Testing Equipment and System | Testing Equipment and System, Electronic meter, for water meters per meter. | 250.00 |
| (94139) Digital and Analog Testing Equ | Digital and Analog Testing Equipment Maintenance and Repairs | 250.00 |
| (99255) Miscellaneous Testing and cali | Miscellaneous Testing and calibration Services | 250.00 |
| (89044) Meters, Water | Discount off parts | 0.00 |

The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed **one hundred twelve thousand three hundred dollars ($112,300)** per fiscal year, for a total of **four hundred forty nine thousand two hundred dollars ($449,200)** excluding gross receipts tax and expenses for the four (4) year term of this Contract. The City shall pay the applicable gross receipts tax. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract.

B. Payment. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement

reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable - The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Default and Force Majeure**

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

**6. Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

7. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

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

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

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

All terms and conditions of ITB **24092, Meter Calibration, Testing, Repairs and Reporting Services,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. **Notice**

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

23. **Equal Opportunity Compliance**

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

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. **New Mexico Tort Claims Act**

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

26. **Applicable Law**

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

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

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

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

32. **Insurance**

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

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

**B. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

33. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

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

35. **Enforcement of Contract**

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

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Water Division
ATTN:T&D Supervisor & T&D Manager
801 W San Mateo

Santa Fe, NM 87504

To the Contractor:
Pure Ops
Rebecca Gonzales
748 West Palms, NM 88007
Connect@pureops.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Pure Ops
Rebecca Gonzales
748 West Palms, NM 88007
Connect@pureops.com

42. **Succession**

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

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

CITY OF SANTA FE:

Alan Webber (Mar 13, 2025 14:20 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 13, 2025

CONTRACTOR:
**Pure Operations LLC**

Mario Gonzales (Feb 11, 2025 16:17 MST)

MARIO GONZALES , OWNER

DATE: Feb 11, 2025

NMBTIN#: 03-098229-00-4

ATTEST:

ANDREA SALAZAR (Mar 13, 2025 17:23 MDT)

ANDRÉA SALAZAR, CITY CLERK xiv

GB MTG 03/12/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Feb 12, 2025 18:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

**PureOps**
748 West Palms
Las Cruces, NM 88007 US
+1 5759931511
www.pureops.com

**ADDRESS**
City of Santa Fe
Attn: Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

**SHIP TO**
City of Santa Fe
Attn: Randy Lopez
801 West San Mateo
Santa Fe, NM 87504

# Quote NQ240216

**DATE** 04/24/2024

**EXPIRATION DATE** 12/31/2024

**PROJECT**
2024 Meter Testing

**POC EMAIL**
brandon@pureops.com

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|
| Meter Testing, Repair and Calibration Services of All Commercial Sized Meters (3" and Larger) For The City Of Santa Fe T&D Department for 2023/2024 Fiscal Year<br>Scope Of Work Includes: | 1 | 112,300.00 | 112,300.00T |
| - Mobilization / Demobilization of Meter Testing Technicians and Necessary Equipment | | | |
| - Volumetric Flow Testing & Verification Using a MARS VF4 NIST Certified Meter Testing System | | | |
| - Repairs on Low Side Chamber, High Side Turbine, Or Main Check Valve (If Needed) | | | |
| - Repair Or Replacement Of Meter Registers (If Needed) | | | |
| - Calibration And Re-Testing Of Meters (If Needed) | | | |
| - Installation Or Replacement of Test Port Plumbing (If Needed) | | | |
| - Complete Meter Replacement Services (If Needed), Includes Cost Of New Meter | | | |
| - Equipment, Materials, And Tooling Needed For Services Listed Above | | | |
| - All Travel Expenses To Include Hotel, Mileage, Travel Time, Fuel, And Per Diem | | | |

All amounts are subject to tax at the appropriate rate. If tax exemptions apply, valid certifying documentation must be on file with us. However, additional information/certifications may be required in order to verify tax-exempt status. Please understand that for auditing purposes we must comply with all state rules and regulations regarding tax exemptions. We apologize for any inconvenience.

| | |
|---|---|
| SUBTOTAL | 112,300.00 |
| TAX | 9,194.56 |
| **TOTAL** | **$121,494.56** |

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2024

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

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

| | |
|---|---|
| PRODUCER **License # 0757776**<br>**HUB International Insurance Services (SOW)**<br>**3830 E Lohman Avenue**<br>**Suite 3**<br>**Las Cruces, NM 88011-8446** | CONTACT NAME:<br>PHONE (A/C, No, Ext): **(575) 524-8686** FAX (A/C, No): **(866) 595-6750**<br>E-MAIL ADDRESS: |
| INSURED<br>**Pure Operations LLC**<br>**748 West Palms**<br>**Las Cruces, NM 88007** | INSURER A : **EMCASCO Insurance Co.** — NAIC # **21407**<br>INSURER B : **Employers Mutual Casualty Company** — NAIC # **21415**<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 6D57031 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | X | X | 6E57031 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | [X] **UMBRELLA LIAB** [X] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | 6J57031 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 6H57031 | 7/1/2024 | 7/1/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

**CERTIFICATE HOLDER**

**City of Santa Fe**
**200 Lincoln Ave.**
**Santa Fe, NM 87504**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

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**The ACORD name and logo are registered marks of ACORD**

**MACALLISTER, LINDA M.**

| | |
|---|---|
| **From:** | DUTTON-LEYDA, TRAVIS K. |
| **Sent:** | Thursday, May 23, 2024 12:18 PM |
| **To:** | MACALLISTER, LINDA M.; Purchasing DET |
| **Cc:** | LOPEZ, RANDY J.; WILLIAMS, JEANETTE X. |
| **Subject:** | RE: updated SOW 3204417 Pure Ops DETERMINATION |

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor# 8673) (mloehrnan@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  IT components - ereview@santafenrn.gov
  Vehicles - dmjaramillo@santafenrn.gov
  Grants - mtbonifer@santafenrn.gov; cmthompson@santafenrn.gov
  Facilities, Furniture, Fixture, Equipment - jsburnett@santafenrn.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenrn.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be 1TB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing.** To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed341771 46ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a 1&tenantId=77b69f5a-55ed-4363-861 6-4867b0bc707f
    - 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

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

LOPEZ, RANDY J.

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Wednesday, July 31, 2024 11:17 AM
**To:** LOPEZ, RANDY J.
**Subject:** Re: Large Meter Calibration

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

Good morning Randy,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**
**Executive Director**

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Jul 30, 2024 at 2:47 PM LOPEZ, RANDY J. <rjlopez@santafenm.gov> wrote:

Hello Matt,

Here is scope of work for large meter testing and Calibration for City Of Santa Fe Water.

The City of Santa Fe is seeking bids for meter testing, repairs, calibration, parts, replacements and reporting services.

The Bidder will provide services to manage large distribution meters ranging in size from 2" to 10" for the City of Santa

Fe and will also provide services for a city/county joint venture known as the Buckman Direct Diversion. Buckman Direct Diversion which currently has 27 meters ranging in size from 1.5" to 30". Testing will be conducted on a quarterly basis upon the request of the city. All meters will be tested for the following as required.

1. Testing by comparative method utilizing a certified test meter, all meter registers and meters requiring Advanced Metering Infrastructure (AMI) or Automatic Meter Reading (AMR).

2. Provide electromagnetic flowmeter flow verifications for Endress Hauser, Krohne and Badger production meters to manufacture operating parameters meters/tolerance via manufactures approved method. The contractor will inform the City of Santa Fe of any failed units along with a recommended solution to maintain compliance.

3. Meter inspection & proper accuracy (high, mid, and low flow based on manufacture specification).
4. Meter repairs as required.
5. Meter parts and accessories.
6. Meter calibration and re-calibration in accordance with American Water Work Association (AWWA).
7. Replacement of meters which cannot be repaired or cannot be calibrated to AWWA standard.
8. Flow sizing accuracy includes problems arising from improper sizing.
9. Calculation of annual water loss for each meter at the tier rates.
10. Ultra sonic testing as required.

The Bidder must track and report to the city within one month of providing the services. The report must be delivered in hard-copy form and in an electronic version. A report at the end of each fiscal year needs to be provided to include all work performed within the fiscal year, the city's fiscal year is from July1, through June 30 of any subsequent year.

The contractor shall provide a recommendation to the city for the replacement of the meters. The city will review and provide approval or rejection of recommended replacements. The Bidder will not replace the meters without the city representative or designee written approval.

It will be the Bidders responsibility to meet Federal, State, and City regulatory requirements for all safety requirements, including but not limited to entry to confined space in accordance with Occupational Safety Health Association (OSHA) regulations.

Bidders must provide proof of the following Licenses and Certifications.

1. Must have a level 3 New Mexico Utility Operator Certification (UCOP) to work on city meters.

2. New Mexico Contractor License.

3. Certified confined space entry which meets Federal, State and Local Regulations.

*Randy Lopez*

*Transmission & Distrubution Supervisor*

*( 505)955-4246 or (505)699-2845*

**Signature:** XAVIER VIGIL
XAVIER VIGIL (Mar 13, 2025 14:09 MDT)

**Email:** xivigil@santafenm.gov

# 25-0090 Pure Operations LLC

Final Audit Report 2025-03-14

| | |
|---|---|
| Created: | 2025-03-13 |
| By: | XAVIER VIGIL (xivigil@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAsY060awk2GuhpVrLRAKAR1zCqwSHNjrY |

## "25-0090 Pure Operations LLC" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-03-13 - 8:06:50 PM GMT- IP address: 63.232.20.2

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-03-13 - 8:09:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-03-13 - 8:09:21 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-03-13 - 8:20:17 PM GMT- IP address: 146.75.203.1

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-03-13 - 8:20:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-03-13 - 8:20:52 PM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-03-14 - 11:23:11 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-03-14 - 11:23:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-03-14 - 11:23:18 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

# The Purchasing Memo

**Date: August 22, 2025**

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

**From:** Nancy L Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir. NLJ

**Via:** Jesse Roach, Interim Public Utilities Director JR

**Subject:** Application Support, Technical Support for Data Conversion & CIS Interfaces to update billing system

**Vendor Name:** Mountain River Consulting Inc.

**Munis Vendor Number:** 2564

---

**ITEM AND ISSUE:**

Public Utilities respectfully request your review and approval of a Sole Source Procurement in the total amount of $1,244,156.25 including tax for Application Support, Technical Support for Data Conversion & CIS Interfaces to update the billing system for a term of 2 Years with Mountain River Consulting Inc.

**CONTRACT NUMBER:**

The Munis Contract Number is 3260145

**BACKGROUND AND SUMMARY:**

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, date conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

Much of this cost will be offset by the reduction in the N. Harris/Advanced change order due to the data conversion and interface requirements that N. Harris/Advanced will no longer be processing in their scope of work contract.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** UTILITY/ 511

**Munis Org Name/Number:** UCS Admin / 5110351

**Munis Object Name/Number:** Svc Cntr / 510310

**Budget Officer / Designee:** Andy Hopkins **Date:** 08/25/2025

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

**The procurement method used was** NMSA 1978, Section 13-1-126, Sole Source

**60-M0087-25-CP379**

**Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 08/27/2025

**CPO Comment/Exceptions:** NMSA 1978, Section 13-1-126

**ASSOCIATED APPROVALS:**

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

**Approval:** _____ **Title:** Director, IT **Date:** 08/22/2025

Eric Candelaria (Aug 22, 2025 13:39:17 MDT)

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

**If yes, what is the issuing agency:** _____

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

**Comment/Exceptions:** _____

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

**Project Ledger Number:** _____

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

**Comment/Exceptions:** _____

**ATTACHMENTS:**

Procurement document: Sole Source Determination
Horizons
Vendor's Quote
Professional Services Contract
Certificate of Liability Insurance (COI)

# City of Santa Fe, New Mexico

## SOLE SOURCE REQUEST AND DETERMINATION FORM

**This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).**
***Complete this form in its entirety!***

**Date:** 7/11/2025 **Prepared By:** Nancy L. Jimenez

**Email:** nljimenez@santafenm.gov **Phone #:** (505) 955-4364

**Description of Goods/Service to be Procured (short title):**
Application Support, Technical Support for Data Conversion & CIS Interfaces to update billing system

**Vendor Name:** Mountain River Consulting, Inc.

**Address:** PO Box 606

**City:** Ririe **State:** ID **Zip Code:** 83443

**Justification (choose from the drop down):** Unique Expertise

**Type of good/service (choose from the drop down): Maintenance and Support**

***Estimated Cost:** $1,247,037.00 **Term of Contract:** 4 Years

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

**Quantity of the service:**
example: 12 MONTHS, 15 LICENSES, ETC.

**Conversion: To Contract** **Org / Object:** Utility Billing Division

**Place checkmarks to affirm you agree and have included these documents:**

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**
☒ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.**

# City of Santa Fe, New Mexico

**Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:**

**☒ There is only one source for the required service, construction, or item of tangible personal property.**
**☒ The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.**
**☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
**-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.**

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, date conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

The Advanced Utility Billing project requires a vendor to complete data conversion and interface mapping that is familiar with data from the current AS 400 utility billing system. The current supporting vendor, Denovo, doesn't have the institutional knowledge and experience to support the tasks.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract.**

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, date conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

4. **Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, date conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

5. **Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

The Advanced Utility Billing project requires a vendor to complete data conversion and interface mapping that is familiar with data from the current AS 400 utility billing system. The current supporting vendor, Denovo, doesn't have the institutional knowledge and experience to support the tasks.

**Approvals:**
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 07/29/2025

Department Approval by:

Nancy L. Jimenez
Nancy L. Jimenez (Jul 29, 2025 11:18:18 MDT)

Nancy L. Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir.

Date: 07/29/2025

**Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received.** ***This Sole Source determination will be valid for the term stated on the first page of this document.***

**Travis Dutton-Leyda, CPO for the City of Santa Fe**

Date: _____

Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Sole Source Justification Letter

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 23, 2025

Dear Mrs. Jimenez,

Mountain River Consulting, Inc. has been working with the City of Santa Fe for more than 22 years helping to develop custom modifications, enchantments, reports, screens and interfaces for the JD Edwards UCIS and E1 Systems.

Mountain River Consulting, Inc. has created and maintained the following interfaces for the UCIS system and uniquely knows these programs, process and flows: The Beacon Meter reading interfaces, JD Edwards to E1 Financials & Fixed Asset interfaces, Postal Pros Bill Print Interface, Postal Pros LIC Letter, Postal Pros Lien File Letter, Wells Fargo Lockbox & Lockbox E, Tyler Munis General ledger and the Virtuoso Collection Agency file. Along with support of the current production interfaces listed above Mountain River Consulting, Inc. has worked extensively with the City of Santa Fe and the Tyler Munis Advanced teams on the previous implementation to define and develop the above related interfaces for the new Advanced CIS software.

Mountain River Consulting, Inc. has also worked with the City of Santa Fe on defining and developing over Twenty different custom Advanced CIS conversion programs to convert the current UCIS data base tables to the Advanced CIS data base tables.

Mountain River Consulting, Inc. also has multiple staff that has been working with the City of Santa Fe for over 25 years helping with Financials, IT support, IBM iSeries, UCIS, Advanced CIS and many other areas.

Sincerely,

David W. Barnes
President
Mountain River Consulting, Inc.

Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Quote for Advanced CIS Interfaces

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

## -Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software.

- Mountain River Consulting, Inc. will provide Technical & Application training and support for the CIS Advanced Interfaces listed below, our estimate to support this will be based on overall estimating of what it will take to support the City of Santa Fe in training their staff to be able to setup test and prepare the various interface for go-live.
- Support for the different Interfaces is dependent on multiple factors that include current interface status, vender status, where development is at with Advanced software and other factors. That said Mountain River consulting has estimated as best as it can and if addition hours are needed, Mountain River Consulting will notify the City of Santa Fe.

1. Postal Pros – Bill Print File 80
2. Postal Pros – LIC Letter
3. Postal Pros – Lien File Letter
4. Beacon Interface 80
5. Wells Fargo – Lockbox
6. Wells Fargo – LockboxE
7. Wells Fargo – Direct Debit 80
8. Tyler Munis General Ledger
9. Virtuoso Collection Agency File

- Support for the various interfaces listed in the scope of work is estimated at 500 hours.

## -Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

## -Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

## -Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|---|---|
| Project Application or Technical Consulting | $300 |

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **$150,000 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W. Barnes

Accepted and agreed to:

| **Mountain River Consulting, Inc.** | **City of Santa Fe** |
|---|---|
| By: | By: |
| Title: President | Title: |
| Date: July 16, 2025 | Date: |

Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Quote for Production Support

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

## -Scope of Work

Mountain River Consulting, Inc. will assist The City of Santa Fe with application and/or technical support as it relates to the following J.D. Edwards Software.

- J.D. Edwards World Application issues, setup, and consulting.
- J.D. Edwards World Technical & Application Utility Billing System (UCIS) troubleshooting issues.
- Plan the corrective action and submit for approval.
- Once approved, complete the corrective action.

## -Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

## -Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

## -Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|---|---|
| Project Application / Technical Consulting | $300.00 |

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $68.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete support, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W. Barnes

Accepted and agreed to:

| **Mountain River Consulting, Inc.** | **City of Santa Fe** |
|---|---|
| By: David W Barnes | By: _____ |
| Title: President | Title: _____ |
| Date: July 16, 2025 | Date: _____ |

Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Quote for Advanced CIS Load File Conversion

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

## -Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software. This includes running the J.D. Edwards World UCIS to Advanced CIS Load Files process five (5) times for this project.

- Mountain River Consulting, Inc. will provide Technical & Application support for the conversion of the J.D. Edwards World UCIS software to the Advanced CIS software Load files.
- Mountain River Consulting, Inc. have previously created the Advanced CIS Load File conversion programs and this engagement letter convers the following areas:

    1. Running pre-conversion queries & reports to send to the Santa Fe staff to fix, update and correct so that the Advanced CIS Load file programs will run correctly and as previously defined.
    2. Run the Advanced CIS Load file programs to create the Advanced CIS Load Files and then send them to the Advanced FTP server.
    3. Update the CIS Data Validation spreadsheet and review the Advanced CIS Load file data with the Advanced staff to validate that the correct number of accounts/records were received.
    4. Review the data at a high level within CIS software (Infinity) to validate that the mapping and loading of the correct fields from the J.D. Edwards World UCIS software.

## -Estimate

**The estimate for this project will be as follows and includes hours for 3 support staff:**

- Running the Conversion Load File Process each time.
    - Pre-Conversion Process — 120 hours
    - Conversion Process — 120 hours
    - CIS Data Validation review — 40 hours
    - Review CIS Data in Infinity — 40 hours

    Total — 320 hours per conversion

    - 10 trips onsite @ estimate of $2,000 per trip = $20,000

**320 hours x $300/hr. = $96,000 x 5 conversions + $20,000 = $500,000**

Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

## -Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

## -Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

## -Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|---|---|
| Project Application or Technical Consulting | $300.00 |

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Sincerely,

David W. Barnes

Accepted and agreed to:

| **Mountain River Consulting, Inc.** | **City of Santa Fe** |
|---|---|
| By: _____ | By: _____ |
| Title: President | Title: _____ |
| Date: July 16, 2025 | Date: _____ |

Outlook

## Re: Utility Billing Technical Support

**From** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Date** Mon 7/7/2025 6:34 PM
**To** BRITT, AMANDA P. <apbritt@santafenm.gov>

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

Good afternoon Amanda,

We will respectfully decline this opportunity.

Thank you,

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Mon, Jul 7, 2025, 1:22 PM BRITT, AMANDA P. <apbritt@santafenm.gov> wrote:

> Good afternoon Matt,
>
> The City of Santa Fe, Utility Billing Department is looking for a technical resource to support trouble-shooting issues in the current utility billing system. The scope of work would include identifying solutions to known problems and documenting a corrective action plan then executing corrective action upon approval from the Utility Billing Division Directors approval.
>
> Please let me know if you are interested in providing a quote.
>
> Thank you,
>
> Amanda P. Britt
> Contract Administrator
> City of Santa Fe

Public Utilities Admin.
apbritt@santafenm.gov
Desk (505) 955-4355

Item #: _____
Munis Contract #: 3260145
SWPA/GSA/Coop/RFP/ITB #: _____

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 **Mountain River Consulting 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 NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-126, Sole Source; 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; and

The City and the Contractor hereby agree as follows:

## 1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The Contractor shall provide Application Support, Technical Support, Data Conversion and Interfaces from the City's current Utility Customer Information System (UCIS) to transfer and update into the Advanced Customer Information System (CIS) for a new utility billing system platform as described in Exhibit A attached hereto.

A.

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Application and Technical Consulting 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, 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 and/or rates specified in Exhibit A.

| | |
|---|---|
| For the services [ or goods] described in the scope of work, the City agrees pay the Contractor | $1,150,000.00 |
| The services [ or goods] in the contract include GRT. The GRT on this contract at 8.1875% equals | + $94,156.25 |
| The total compensation for the contract including GRT is | = $1,244,156.25 |

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

## 4. Term

**THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.**

This Contract shall terminate June 30th. 2027 unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations). A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

## 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.

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

ii) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the

case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 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 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, NMSA 1978, Chapter 10, Article 16.

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 Agreement**

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

All terms and conditions of the **Sole Source Number 60-M0087-25-CP379** 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, NMSA 1978, Section 41-4-1, et. seq., 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:** | Department | **To the Contractor:** |
|---|---|---|
| Nancy L. Jimenez | Contact Position | Mountain River Consulting |
| nljimenez@santafenm.gov | Physical Address | David W. Barnes |
| 801 W San Mateo | Group email address | PO Box 606, Ririe, ID 83443 |
| Santa Fe, NM 87505 | Phone number | dbarnes@mtnriver.net |
| | | 208-520-5177 |

**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 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 Contract and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 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 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 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:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
MOUNTAIN RIVER CONSULTING INC.

David W Barnes
_____
DAVID W. BARNES, PRESIDENT

DATE: Aug 21, 2025

NMBTIN: 02-966879-00-4

ATTEST:

_____
CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martinez
Marcos Martinez (Aug 21, 2025 14:14:55 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

# Exhibit A

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Mountain **River** Consulting

## Quote for Advanced CIS Load File Conversion

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

### -Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software. This includes running the J.D. Edwards World UCIS to Advanced CIS Load Files process five (5) times for this project.

- Mountain River Consulting, Inc. will provide Technical & Application support for the conversion of the J.D. Edwards World UCIS software to the Advanced CIS software Load files.
- Mountain River Consulting, Inc. have previously created the Advanced CIS Load File conversion programs and this engagement letter convers the following areas:

    1. Running pre-conversion queries & reports to send to the Santa Fe staff to fix, update and correct so that the Advanced OS Load file programs will run correctly and as previously defined.
    2. Run the Advanced CIS Load file programs to create the Advan-cedCIS Load Files and then send them to the Advanced FTP server.
    3. Update the CIS Data Validation spreadsheet and review the Advanced CIS Load file data with the Advanced staff to validate that the correct number of accounts/records were received.
    4. Review the data at a high level within CIS software (Infinity) to validate that the mapping and loading of the correct fields from the J.D. Edwards World UCIS software.

### -Estimate

**The estimate for this project wm be as follows and includes hours for 3 support staff:**

- Running the Conversion Load File Process each time.
    - o Pre-Conversion Process — 120 hours
    - o Conversion Process — 120 hours
    - o CIS Data Validation review — 40 hours
    - o Review CIS Data in Infinity — 40 hours
    - Total — 320 hours per conversion

    o 1O trips onsite @ estimate of $2,000 per trip = $20,000

**320 hours x $300/hr. = $96,000 x 5 conversions+ $20,000 = $500,000**

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

## -Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

## -Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

## -Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|---|---|
| Project Application or Technical Consulting | $300.00 |

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **$500,000.QQ of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy ]imenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

**@Mountain River Consulting**

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Sincerely,

David W. Barnes

Accepted and agreed to:

**Mountain River Consulting, Inc.**

By: _____

Title: President

Date: July 16. 2025

**City of Santa Fe**

By: _____

Title: _____

Date: _____

@Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Quote for Advanced CIS Interfaces

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

## -Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software.

- Mountain River Consulting, Inc. will provide Technical & Application training and support for the CIS Advanced Interfaces listed below, our estimate to support this will be based on overall estimating of what it will take to support the City of Santa Fe in training their staff to be able to setup test and prepare the various interface for go-live.
- Support for the different Interfaces is dependent on multiple factors that include current interface status, vender status, where development is at with Advanced software and other factors. That said Mountain River consulting has estimated as best as it can and if addition hours are needed, Mountain River
- Consulting willnotify the City of Santa Fe.

1. Postal Pros - Bill Print File 80
2. Postal Pros - *UC* Letter
3. Postal Pros - Lien File Letter
4. Beacon Interface 80
5. Wells Fargo - Lockbox
6. Wells Fargo - LockboxE
7. Wells Fargo - Direct Debit 80
8. Tyler Munis General Ledger
9. Virtuoso Collection Agency File

- Support for the various interfaces listed in the scope of work is estimated at 500 hours.

## -Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

## -Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the•City of Santa Fe.

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Mountain River Consulting

## -Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|---|---|
| Project Application or Technical Consulting | $300 |

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **$150,000 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W. Barnes

Accepted and agreed to:

**Mountain River Consulting, Inc.**

By: _____

Title: President

Date: July 16, 2025

**City of Santa Fe**

By: _____

Title: _____

Date: _____

Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

# Quote for Production Support

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

## -Scope of Work

Mountain River Consulting, Inc. will assist The City of Santa Fe with application and/or technical support as it relates to the following J.D. Edwards Software.

- J.D. Edwards World Application issues, setup, and consulting.
- J.D. Edwards World Technical & Application Utility Billing System (UCIS) troubleshooting issues.
- Plan the corrective action and submit for approval.
- Once approved, complete the corrective action.

## -Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

## -Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

## -Schedule of Consulting Fees and Reimbursable Expenses

| Position | Fee/Hour |
|---|---|
| Project Application/ Technical Consulting | $300.00 |

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently $68.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete support, Mountain River Consulting, Inc. will contact the City *of* Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W. Barnes

Accepted and agreed to:

**Mountain River Consulting, Inc.**

By: _____

Title: President

Date: July 16, 2025

**City of Santa Fe**

By: _____

Title: _____

Date: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2025

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS 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**<br>ALPINE INSURANCE AGENCY INC/PHS<br>34480437<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):**<br>E-MAIL ADDRESS: |

| **INSURER(S) AFFORDING COVERAGE** | | **NAIC#** |
|---|---|---|
| **INSURER A :** | Property and Casualty Insurance Company of Hartford | 34690 |
| **INSURER B :** | Hartford Fire Insurance Company | 19682 |
| **INSURER C :** | | |
| **INSURER D :** | | |
| **INSURER E :** | | |
| **INSURER F :** | | |

**INSURED**
Mountain River Consulting, Inc
1107 S SHINOB KIBE DR
WASHINGTON UT 84780-2021

**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/Y YY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>[X] General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | | 34 SBM BR9UNX | 04/11/2025 | 04/11/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$1,000,000<br>$10,000<br>$2,000,000<br>$4,000,000<br>$4,000,000 |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | |
| | **UMBRELLA LIAB**<br>**EXCESS LIAB**<br>OCCUR<br>CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N**<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/ A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | |
| B | FailSafe Technology Errors or Omissions Liability | | | 34 SBM BR9UNX | 04/11/2025 | 04/11/2026 | Each Wrongful Act<br>Aggregate Limit | $1,000,000<br>$1,000,000 |

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

**CERTIFICATE HOLDER**

The City of Santa Fe
801 W SAN MATEO RD
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 L. Castaneda

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

**Signature:** Nancy L. Jimenez
Nancy L. Jimenez (Aug 22, 2025 11:08:14 MDT)

**Email:** nljimenez@santafenm.gov

**Signature:**

**Email:** jdroach@santafenm.gov

CITY OF SANTA FE

**DATE:** August 15, 2025

**TO:** Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

**VIA:** Henri Hammond-Paul, Community Health and Safety Director
Marcella Apodaca, Business Operations Manager

**FROM:** Kyle Morgan, Emergency Management Coordinator & Interim Director

**ITEM AND ISSUE:**
Request Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $224,394 to Re-Appropriate Agency's Unused One-Time funding from the FY25 Budget to FY26. These Funds will be Used for Wildfire Detection and Planning. (Kyle Morgan, Emergency Interim Director; klmorgan@santafenm.gov)

**BACKGROUND AND SUMMARY:**
The City of Santa Fe Office of Emergency Management received FY25 funding for the following projects. Due to procurement and contract approval timelines, both projects will need to be carried over into FY26.

1. **Wildfire identification thermal camera installation at McClure Dam**
   This funding is for the purchase and installation of a thermal video surveillance system at McClure dam with a viewshed of the lower extent of the Santa Fe Municipal Watershed. This will aid in early detection and triangulation of potential wildfire starts to support rapid decision making and resource allocation. The contract is approved to form by the City and the Vendor as of 7/28/2025.

2. **Continuity of Operations and Distribution Management Planning**
   Procurement is complete, and work has begun with a vendor under FY25 PO 22506142. This funding will need to be carried over into FY26 to continue work on these critical planning documents.

**ACTION REQUESTED:**
The Community Health and Safety Department/Emergency Management requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

| | | | | | |
|---|---|---|---|---|---|
| Fund | 100 GENFUND | Acct | 100-15-13-2850-000-00-000-510300- | | |
| Org | 1002850 GFEmrgMgmt | Acct name | Professional Contracts | Account Notes | |
| Object | 510300 Prfsl Cntr | Type | Expense | Status | Active |
| Project | | Rollup | GFEMC EmergencyMgmtCNT | | |
| | | Sub-Rollup | | | |

MultiYr Fund

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 2026 |
|---|---|---|---|---|
| Original Budget | .00 | .00 | .00 | 7,000.00 |
| Transfers In | 240,000.00 | .00 | .00 | .00 |
| Transfers Out | -7,816.00 | .00 | .00 | .00 |
| Revised Budget | 232,184.00 | .00 | .00 | 7,000.00 |
| Actual (Memo) | 7,789.50 | .00 | .00 | .00 |
| Encumbrances | .00 | .00 | .00 | .00 |
| Requisitions | .00 | | | .00 |
| Available | 224,394.50 | .00 | .00 | 7,000.00 |
| Percent used | 3.35 | .00 | .00 | .00 |

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Health and Safety/Emergency Management | 7/28/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Professional Contracts | 1002850 | 510300 | | 224,394.00 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
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| **JUSTIFICATION:** *(use additional page if needed)* *--Attach supporting documentation/memo* | | | | $ 224,394 | $ - |

Re-appropriate funding from One-Time Midyear funding from FY2025 to FY2026.

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

Marcella Apodaca — 7/28/2025 — Date

Kyle Morgan — Aug 15, 2025 — Division Director Signature *{optional}* — Date

Aug 20, 2025 — 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 20, 2025 — Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

**DATE:** August 15, 2025

**TO:** Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

**VIA:** Henri Hammond-Paul, Community Health and Safety Director
Marcella Apodaca, Business Operations Manager

**FROM:** Kyle Morgan, Emergency Management Coordinator & Interim Director

**ITEM AND ISSUE:**
Request Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $251,110 to Re-Appropriate Agency's Unused One-Time funding from the FY25 Budget to FY26. These Funds will be Used for Vehicle Barriers. (Kyle Morgan, Emergency Interim Director; klmorgan@santafenm.gov)

**BACKGROUND AND SUMMARY:**
**Mobile Anti-Vehicle Ramming Barriers ($251,110.00)**
One-time funding from available *365* Fund Balances ORG/OBJ: 1002850/570500 (Equipment and Machinery > $5,000)

This funding would allow for the purchase of 16 rapidly deployable barriers, a trailer, and accessories to keep event goers safe at large events within city limits (Zozobra, Indian Market, etc.). City staff from OEM, SFPD, SFFD, and Parks have received multiple demonstrations of this product and believe this to be a significant upgrade from our current road closure and barrier systems. Our current limited supply of equipment is manually intensive to deploy and move a single barrier, whereas a full trailer of this type of barrier system can be deployed by a single person in approximately 15 minutes.

**ACTION REQUESTED:**
The Community Health and Safety Department/Emergency Management requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

| | | | | | |
|---|---|---|---|---|---|
| Fund | 100 | GENFUND | Acct | 100-15-13-2850-000-00-000-570500- | |
| Org | 1002850 | GFEmrgMgmt | Acct name | Equipment & Machinery >$5K | Account Notes |
| Object | 570500 | Eqp&MchnNE | Type | Expense | Status Active |
| Project | | | Rollup | GFEMN | EmergencyMgmtNEP |
| | | | Sub-Rollup | | |

Multi Yr Fund

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 2026 |
|---|---|---|---|---|
| Original Budget | .00 | .00 | .00 | .00 |
| Transfers In | 256,484.00 | .00 | .00 | .00 |
| Transfers Out | .00 | .00 | .00 | .00 |
| Revised Budget | 256,484.00 | .00 | .00 | .00 |
| Actual (Memo) | .00 | .00 | .00 | .00 |
| Encumbrances | .00 | .00 | .00 | .00 |
| Requisitions | .00 | | | .00 |
| Available | 256,484.00 | .00 | .00 | .00 |
| Percent used | .00 | .00 | .00 | .00 |

Account Inquiry [CITY OF SANTA FE] > Account Detail

Org 1002850 Object 570500 Project Account 100-15-13-2850-00000-000-570500-

Account Description Equipment & Machinery >$5K

| Posted | YR/Per | Journal | Eff Dt | Post Date | Src | Ref1 | Project String | PO/Ref2 | Ref3 | Ref4 | Amount | Chec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Y | 2025/12 | 513993 | 06/16/25 | 06/23/25 | BUA | EMR | | EMG | T | E●CGenerat | 5,374.00 | |
| Y | 2025/08 | 503059 | 02/27/25 | 03/04/25 | BUA | EMR | | EMG | T | OEM 1TIME | 251,110.00 | |

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Community Health and Safety/Emergency Management | 7/28/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Equipment & Machinery >$5K | 1002850 | 570500 | | 251,110.00 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
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| | | | | $ 251,110 | $ - |

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

Re-appropriate funding from One-Time Midyear funding from FY2025 to FY2026.

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

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

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Marcella Apodaca — 7/28/2025
Date

Kyle Morgan — Aug 15, 2025
Division Director Signature *{optional}* — Date

Department Director Signature — Date

Andy Hopkins — Aug 20, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** **September 3, 2025**

**TO:** **Finance Committee**
**Governing Body**

**VIA:** **Emily K. Oster, Finance Director** Emily K. Oster

**FROM:** **Erminia Tapia, Business Operations Manager**

**SUBJECT:** **Request for Approval of Carryforward Budget Amendment Resolution (BAR)**

---

**ITEM AND ISSUE:**

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $845,551 to Re-Appropriate FY25 ERP Funding to FY26 ERP Other Consulting. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

**BACKGROUND AND SUMMARY:**

The City of Santa Fe, Finance Department received prior approval in Fiscal Year 2025 for the following projects. Due to timelines for implementation the funding will need to be carried over into Fiscal Year 2026.

1. **Questica Budgeting Software**

   Staff is currently in the 'discovery' phase, learning about the program's functionality and capabilities, and how to navigate the system's complex interface. Staff are performing practice demos and using the program's 'sandbox' to enable various program features. Meanwhile, Euna staff are taking the City's source data on the POL and Chart of Accounts to build a foundation for Questica to work within the City's systems and procedures. This contract was presented and approved by the Governing Body on September 25, 2024.

2. **Ron Turley and Associates (RTA)**

   Staff and Contractor, RTA have moved into the implementation phase with RTA's project managers and implementation specialists. One site visit was conducted by RTA's success fleet coaches and received recommendations. Staff is currently working with the implementation team to gather accurate data to input into the system. The second phase will include building codes for parts and services and then learning to manage and leverage the software for the operational needs of the Fleet Division. This contract was presented and approved by the Governing Body on June 25, 2025.

**3. OpenGov**

Implementation is developing well and is on track to go live at the end of September 2025. System build-out and configurations have been progressing, and staff are actively preparing for the transition, with final readiness activities. This contract was presented and approved by the Governing Body on April 09, 2025.

**ACTION REQUESTED:**

Request Approval of the attached Budget Amendment Resolution in the amount of $845,551, this request is critical to the ongoing implementation of these projects.

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Finance/ Finance Administration | 8/11/2025 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Other Consulting- ERP | 3251501 | 510340 | | 845,551 | |
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| | | | | $ 845,551 | $ - |

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

Re-appropriating remaining FY25 unspent appropriations of $845,551 to FY26 for Questica Implementation and Vertosoft

| *{Complete section below if BAR results in a net change to ANY Fund}* | |
|---|---|
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| 325 | (845,551) |
| | |
| | |
| | |
| TOTAL: | (845,551) |

Chris Parker — Prepared By *{print name}* — 8/11/2025 Date

Division Director Signature *{optional}* — Date

Emily K. Oster — Department Director Signature — Date

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

**CITY COUNCIL APPROVAL**

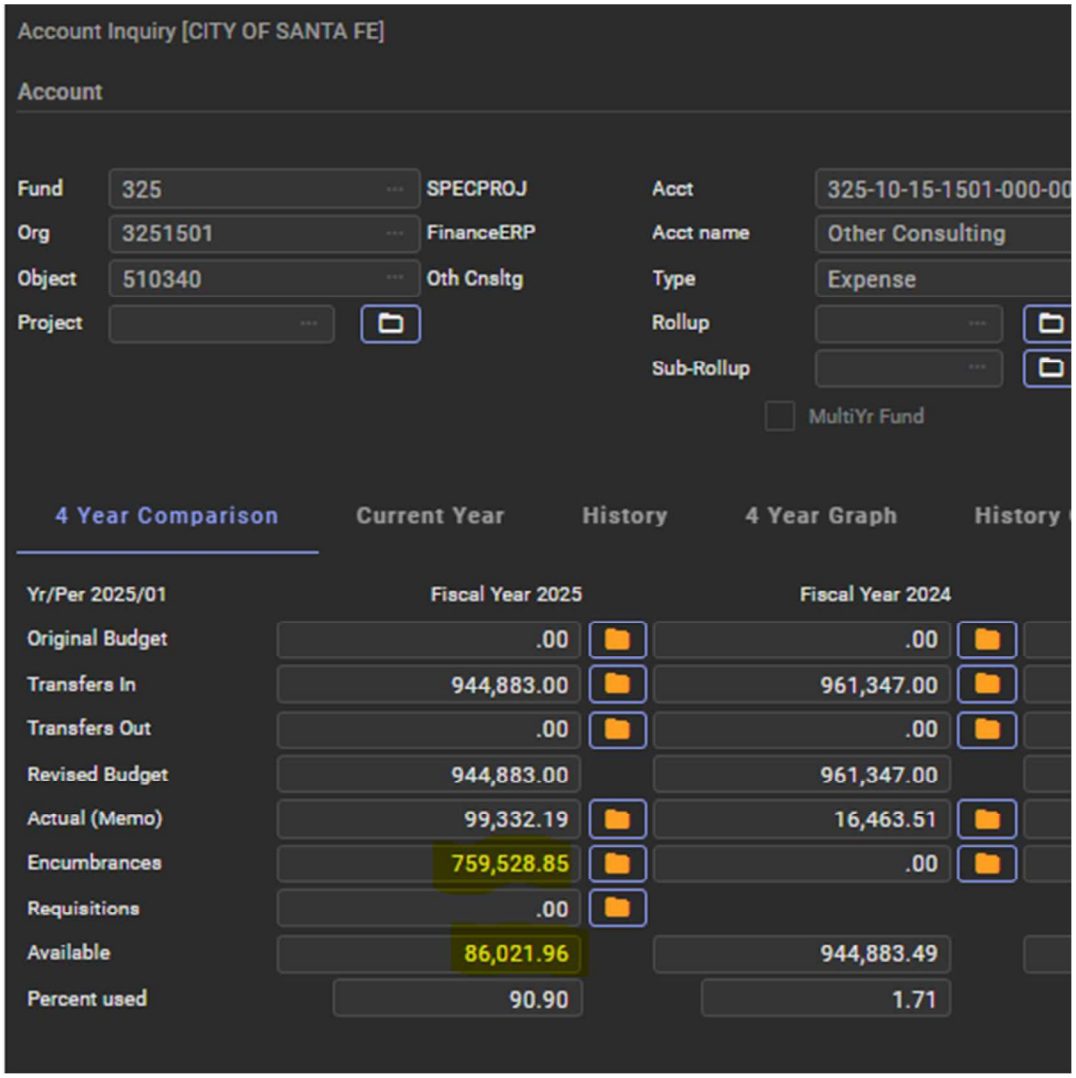
*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins — Budget Officer — Date

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

City Manager *{≤ $60,000}* — Date




| | | |
|---|---|---|
| Encumbrances | 759,528.85 | |
| Available | 86,021.96 | |
| | 845,551.00 | Total Carryforward (rounded) |

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

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


## MEMORANDUM

**Date:** September 4, 2025

**To:** Governing Body, Finance Committee

**From:** Andrea Phillips, Deputy City Manager AKP

**RE:** Approval of Revised FY 2026 Internal Audit Project Plan

**BACKGROUND:**
The City has engaged a contractor to serve as the Internal Auditor for many years. Different from external audit, the internal audit function includes independent performance and management audits, financial audits, attestations, and advisory/special investigations. The scope of their duties is outlined in Santa Fe City Code 2-22. An Audit Committee comprised of five members representing attorneys, auditors and other professionals oversees the work of both internal and external audit functions. Moss Adams, which has been recently acquired by Baker Tilly, is serving as the City's current Internal Auditor. The firm was selected through a competitive procurement process and is on a four-year professional services contract that began in 2023. To date, the firm has conducted several audit projects including:

- Month and Year End Close Internal Controls Review (in completion stage)
- Follow up on Previous Audits (May 7, 2025)
- Fraud, Waste and Abuse Training (Spring 2025)
- Citywide Internal Controls Review (October 14, 2024)
- Enterprise Risk Assessment (June 4, 2024)
- Procurement Operational Review (May 13, 2024)
- Review of policies and procedures (ongoing)

For FY 2026, $150,000 is budgeted within the City Manager's Office for internal audit projects, which is a decrease from the $190,000 that was originally anticipated in the contract. Due to evolving needs within the City and the revised budget, staff worked with the Baker Tilly team to propose a revised FY 2026 plan.

While still important projects to undertake, the Finance Department has made progress on cash balances and grants management. These projects should be considered at a later date. More pressing currently is a further review of the city's recruitment process, including compensation philosophy, and additional work on the city's procurement process. Other proposed projects include an operational review of the Risk and Safety Management Office, and ongoing policy review and support. The Revised Internal Audit Plan for FY 2026 was reviewed and unanimously approved at the Audit Committee meeting on September 4, 2025 and will be presented to Finance Committee and Governing Body for approval.

**ACTION REQUESTED:**
Approve Revised FY 2026 Internal Audit Plan for $150,000 with Baker Tilly.

**ATTACHMENTS:**
Presentation slides on FY 2026 Internal Audit Plan.

MOSSADAMS × bakertilly

# City of Santa Fe
# FY 26 Revised Internal Audit Plan

Audit Committee Meeting
September 4, 2025

1

## Revised FY 26 Internal Audit Plan

- Original FY 26 Internal Audit Plan was approved with the FY 25 plan.
- To align with the FY 26 internal audit budget and to address changing priorities, there was a need to revise the original plan.
- Through discussions with Management and an assessment of previous project results, we revised the FY 26 Internal Audit Plan for presentation today.

2

# FY 2026 Original vs. Revised Internal Audit Plan

| FY 2026 (Original) | |
|---|---|
| **Area** | **Budget** |
| Grants Management | $50,000 |
| Cash Balances | $40,000 |
| Risk Management Operational Review | $35,000 |
| Recruitment Process Review | $35,000 |
| Ongoing Internal Audit Services | $30,000 |
| **Total** | **$190,000** |

| FY 2026 (Revised) | |
|---|---|
| **Area** | **Budget** |
| Procurement Process Review | $35,000 |
| Risk Management Operational Review | $35,000 |
| Recruitment Process Review | $35,000 |
| Policy & Procedure Support | $20,000 |
| Ongoing Internal Audit Services | $25,000 |
| **Total** | **$150,000** |

3

3

# Recommended Internal Audit Projects

1. **Risk Management Operational Review:** Assess the City's risk management functions, including reviewing staffing, structure, and processes. (16 weeks, $35,000)
2. **Procurement Process Review:** Assess the City's procurement process to identify inefficiencies, delays, and barriers. Review the City's current adoption of the State Procurement Code and assess the procurement structure. (12–16 weeks, $35,000)
3. **Recruitment Process Review:** Evaluate the recruitment lifecycle and process to identify inefficiencies, delays, and barriers. Identify where process flows are impeded or delayed. (12–16 weeks, $35,000)
4. **Policy Update Support Review:** Provide feedback on financial policies and procedures as they are updated. (As needed, up to $20,000)
5. **Ongoing Internal Audit Services:** Attend Audit Committee and Council meetings, prepare status reports, and manage internal audit program. (Ongoing, $25,000)

4

4

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5

CITY OF SANTA FE

# Memorandum

**Date:** August 21, 2025

**To:** Governing Body, Public Works and Utilities Committee, Quality of Life Committee, and Governing Body

**From:** Andrea Phillips, Deputy City Manager

**Via:** Mark Scott, City Manager

**RE:** Increases in Accessibility to Crisis Support

---

## EXECUTIVE SUMMARY:

As part of participation in Suicide Prevention Awareness Month, the proposed resolution directs the City Manager to work with the necessary City of Santa Fe ("City") departments to take the following actions:

1) Print all future City employee identification cards with mental health and crisis support resource information.
2) Explore re-printing current employee identification cards with suicide prevention and crisis support information.
3) Explore creating suicide prevention awareness signage for City-owned buildings, including identifying appropriate content for the signs and ways to appropriately post and maintain the signs so that employees and community members who are inside City-owned buildings have access to potentially life-saving support services.

## BACKGROUND:

The most recent available data from the New Mexico Department of Health, provides the following context for this proposal: New Mexico has consistently maintained one of the highest suicide rates in the United States. In 2022, nearly 25 of every 100,000 New Mexicans died by suicide. Over the past decade, suicide deaths in New Mexico have increased by eighteen percent, rising from four hundred thirty-five deaths in 2012 to five hundred thirteen deaths in 2022.

## ATTACHMENTS:

Resolution
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2025-__**

**INTRODUCED BY:**

Councilor Amanda Chavez

Councilor Pilar Faulkner

**A RESOLUTION**

**ADOPTING STRATEGIES TO PARTICIPATE IN SUICIDE PREVENTION AWARENESS MONTH, SEPTEMBER, BY INCREASING CITY OF SANTA FE EMPLOYEES' AWARENESS ABOUT SUICIDE PREVENTION RESOURCES AND CALLING ON ALL SANTA FE EMPLOYERS TO PARTICIPATE IN SUICIDE PREVENTION AWARENESS MONTH.**

**WHEREAS,** according to the most recent available data from the New Mexico Department of Health (NMDOH) from 2022, New Mexico has the fourth highest suicide rate in the United States, 24.7 deaths per 100,000 residents; and

**WHEREAS**, also according to NMDOH, over the past decade, suicide deaths in New Mexico have increased by eighteen percent (18%), rising from four hundred thirty-five (435) deaths in 2012 to five hundred thirteen (513) deaths in 2022; and

**WHEREAS,** according to New Mexico Children's Cabinet, in 2023, fourteen-point eight percent (14.8%) of New Mexico's public high school students reported that they seriously considered attempting suicide in the past twelve (12) months; and

**WHEREAS,** increasing awareness about mental health and crisis support resources is

important in the effort to increase access to those resources and reduce New Mexico's high rates of suicide and suicide attempts; and

**WHEREAS,** to increase awareness about mental health resources, several states including California, New Jersey, Michigan, Nebraska, Washington, and Wisconsin have enacted legislation requiring public school student identification cards to include suicide prevention hotlines, and this kind of action makes sense for municipal institutions as well; and

**WHEREAS,** the City of Santa Fe ("City") can increase awareness about mental health resources by printing crisis resource information such as the National Suicide Prevention Line, Peer to Peer Warmline, 988 Suicide and Crisis Lifeline, and the New Mexico Crisis and Access Line on employee identification cards and by posting crisis help informational signage in City-owned buildings; and

**WHEREAS,** it is reasonable to reprint current City employee identification cards and print all future identification cards with mental health and crisis support resource information; and

**WHEREAS,** it is reasonable to post informational crisis-help signage in City-owned buildings to ensure that City employees and community members have access to potentially life-saving support services; and

**WHEREAS,** the Substance Abuse and Mental Health Services Administration, which is an agency of the United States Department of Health, has designated the month of September as "Suicide Prevention Awareness Month" and is designating this time to "raise awareness, promote hope, and normalize help-seeking" through "encouraging conversations about mental health, and connecting people to proven treatment and resources"; and

**WHEREAS,** the City wishes to participate in Suicide Prevention Awareness Month.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the City participate in Suicide Prevention Awareness Month by increasing employees' awareness about mental health and crisis support resources.

**BE IT FURTHER RESOLVED** that the City Manager shall work with the appropriate departments to print all future City employee identification cards with crisis hotline information such as, but not limited to, the National Suicide Prevention Line, Crisis Text Line, 988 Suicide and Crisis Lifeline, and the New Mexico Crisis and Access Line.

**BE IT FURTHER RESOLVED** that the City Manager shall work with appropriate departments to explore ways to increase employees' awareness of mental health and crisis support resources by taking actions such as, but not limited to, the following:

- re-printing of all current City employee identification cards with information about resources such as, but not limited to, the National Suicide Prevention Line, Crisis Text Line, and the New Mexico Crisis and Access Line; and
- creating suicide prevention awareness signage for City-owned buildings, which should include identifying appropriate content for the signs and determining ways to appropriately post and maintain the signs. Content determinations should consider bilingual information and cultural responsiveness to Santa Fe's demographics.

**BE IT FURTHER RESOLVED** that the Governing Body calls for all Santa Fe employers to participate in Suicide Prevention Awareness Month by increasing their employees' awareness of suicide prevention resources.

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 21, 2025 17:36:34 MDT)

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2025/Resolutions/Increase in Accessibility to Crisis Support*

**FIR No. 10701**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Increases in Accessibility to Crisis Support

**Sponsor(s):** Councilor Amanda Chavez and Councilor Pilar Faulkner

**Reviewing Department(s):** Community Health and Safety, Human Resources, Public Works Department

**Staff Completing FIR:** Andrea Phillips, Deputy City Manager **Date:** August 18 , 2025
**Phone:** (505) 637-1411

**Reviewed by City Attorney:** Erin McSherry Erin McSherry (Aug 21, 2025 17:36:34 MDT) **Date:** 08/21/2025

**Reviewed by Finance Director:** Emily K. Oster **Date:** 08/22/2025

**Summary:**
The proposed resolution would establish the City of Santa Fe's (City's) participation in Suicide Prevention Awareness Month (September) by directing the City Manager to work with the necessary City departments to take the following actions:

1) Print all future City employee identification cards with mental health and crisis support resource information.
2) Work with appropriate staff to explore the possibility of re-printing current employee identification cards with suicide prevention and crisis support information.
3) Work with appropriate staff to explore the possibility of creating suicide prevention awareness signage for City-owned buildings, including identification of appropriate content for the signs and ways to appropriately post and maintain the signs so that employees and community member who are inside City-owned buildings have information about potentially life-saving support services.

**Departments Affected:**
The Human Resources Department, the Public Works Department, Community Health and Safety Department.

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, then the Governing Body will not direct the City's participation in the September Suicide Prevention Awareness Month. In addition, the City Manager would not be required to work with relevant staff to include crisis help information on future City employee identification cards, nor would the City Manager be required to explore reprinting employee identification cards and posting informational, crisis-help signs on City-owned buildings.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None.

**Performance and Administrative Implications:**

If the Resolution is adopted, then the City Manager would direct the appropriate departments to reprint all future City employee identification cards to include informational crisis help. The City Manager would also work with appropriate staff to explore the possibility of re-printing current identification badges with crisis help information and to explore the creation of crisis support signage for City-owned buildings. The City Manager would need to consult with staff to identify appropriate content for the signs as well as ways to appropriately post and maintain them.

**Fiscal Implications:**

**While there is not a significant fiscal impact for including suicide prevention and crisis information on future identification cards, there would likely be a fiscal impact for the steps the Resolution directs the City Manager to explore, should those steps be taken after exploration: re-printing new cards for all employees to include the suicide prevention and crisis information and creating and maintenance of signage.

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative:**

**See Fiscal Implications narrative above.

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:**

**Email:** mscott@santafenm.gov

**Signature:**

**Email:** akphillips@santafenm.gov

# CITY OF SANTA FE

## Memorandum

**Date:** August 7, 2025

**To:** Governing Body, Public Works and Utilities Committee, Quality of Life Committee, and Finance Committee

**From:** Marci A. Eannarino, Legislation and Policy Innovation Manager
Palmer C. Anderson, Policy Analyst
Christine M. Spiers, Legislative Assistant CS

**Via:** Erin K. McSherry, City Attorney EM

**RE:** Charter Review Commission Establishment and Identifying Certain Topics for the Commission's review.

---

**EXECUTIVE SUMMARY:**

The proposed Resolution would establish a Charter Review Commission and identifies mayor's and city councilors as the topic for consideration. Section 10.01 of the City of Santa Fe's Municipal Charter calls for a charter review commission to be appointed "as needed, but not less frequently than every ten years". As proposed in the Resolution, the Governing Body members would appoint the members of the Commission no later than April of 2026, and the Commission would recommend proposed amendments to the Charter to the Governing Body no later than April of 2027. Per Section 10.01 of the City of Santa Fe's Charter, the Governing Body would then vote on whether to include the Commission's recommendations on the ballot for approval by the voters in the November 2027 regular local election.

**ATTACHMENTS:**

Resolution
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2025-__**

**INTRODUCED BY:**

Councilor Jamie Cassutt

Councilor Pilar Faulkner

Councilor Alma Castro

**A RESOLUTION**

**CONVENING A CHARTER REVIEW COMMISSION NO LATER THAN APRIL OF 2026 TO CONSIDER MAYOR AND CITY COUNCILOR POWERS.**

**WHEREAS,** the voters of the city of Santa Fe adopted the City of Santa Fe's Municipal Charter ("Chater"), at a special municipal election held on December 9, 1997; and

**WHEREAS,** the Charter states that it may be "amended or repealed as provided by law" and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality may amend its Charter by submitting a proposal to the qualified electors; and

**WHEREAS,** the voters of the City of Santa Fe ("City") amended the Charter in elections in 2008, 2014, 2018, and 2023; and

**WHEREAS,** Section 10.01 of the Charter calls for the Governing Body to appoint a charter review commission ("Commission") "as needed, but not less frequently than every ten years"; and

**WHEREAS,** a Commission may review and recommend to the Governing Body the adoption of ballot questions regarding proposed Charter amendments for the electorate of the city of Santa Fe to consider; and

**WHEREAS,** it is important that members of the Commission be residents of the city of

Santa Fe; that, to the extent possible, they have either an interest, knowledge, or training in local government or law or a personal knowledge of the government of the City of Santa Fe; and that they represent a variety of backgrounds and perspectives; and

**WHEREAS,** the 2023 Charter Commission Report included a recommendation to "provide for a separation of powers between the executive and the legislative branches of City government" and to "[c]reate a new Article V to replace current Articles V-VIII, entitled GOVERNANCE with these sections: The Legislative Branch, [and] The Executive Branch", and the Governing Body wishes to renew the conversation on the topic; and

**WHEREAS,** the 2023 Charter Commission Report states that there was a "short period of time" to make recommendations; and

**WHEREAS**, a resolution about the commission's recommendation to "provide for a separation of powers" was item 9g at the Special Governing Body meeting on Tuesday, August 22, 2023, and the Resolution that described the recommendation noted that the Charter Commission's recommendation presented changes that required "additional time for review and consideration"; and

**WHEREAS**, the Governing Body wishes to dedicate additional time to the topic of separation of powers, and to consider a balance of powers, by convening a Commission to review the separation and balance of powers between the mayor and city councilors.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that a Charter Review Commission shall be convened consistent with Section 10.1 of the City's Charter, including the following parameters:

**Section 1. NAME:** The commission shall be called the Charter Review Commission ("Commission").

**Section 2. PURPOSE:** The purpose of the Commission is to review the City's Charter and determine whether to recommend changes to Charter modify the Mayor's and the City

Councilors' powers and duties.

**Section 3. DUTIES AND RESPONSIBILITIES:** The Commission shall review the Mayor's and Councilors' duties and powers established in the Charter any amendments proposed by members of the Governing Body and the public on those topics, focusing on separation of powers and balance of powers between the mayor and city councilors. The Commission shall complete its review and prepare a report of the Commission's recommendations regarding proposed Charter amendments no later than April 1, 2027, such that the Governing Body may consider and adopt the recommendations for consideration during the November 2027 election. After receiving the report, the Governing Body shall consider the proposals and vote on resolutions regarding placing the proposed amendments on the ballot for vote by its electorate. The Commission recommendations shall include, but not be limited to, the powers and duties of the mayor and city councilors, including the following:

A. Whether there should be separation of powers or balance of powers as between the mayor and city councilors;

B. Whether the City's mayor should have a purely executive role, rather than both a legislative and executive role and, if so, what new powers and limitations should be adopted along with such a separation of powers;

C. Whether the mayor, city manager, or the city councilors should propose the City budget and what should be required in the budget's development;

D. Whether the City should adopt a strategic plan, and, if so, who should put it forward for review, and how often should it be updated;

E. Whether a city councilor who is running for mayor should be required to give up their city council seat; How to fill vacant council seats; and

F. Who has the power to appoint, dismiss, and supervise the city manager, city attorney, and city clerk.

**Section 4. MEMBERSHIP; OFFICERS; TERM:**

**MEMBERSHIP**: As is consistent with Section 10.01 of the Charter, the Commission "shall consist of nine members, one selected by each member of the governing body." The appointees shall be residents of the city of Santa Fe, and, to the extent possible, either have an interest, knowledge, or training in local government or law or have personal knowledge of the City government.

**OFFICERS:** The commissioners shall elect one member to be their chair and one member to be vice-chair.

**TERM**: The members of the Governing Body shall appoint commissioners no later than April 1, 2026, and the commissioners shall conclude their term by April 1, 2027.

**Section 5. ABSENCES:** Failure to attend three consecutive regular meetings or thirty-three percent (33%) or more of the Commission's regular meetings shall constitute an automatic tender of resignation by such member, which the Governing Body may accept or reject at its discretion.

**Section 6. VACANCIES:** Vacancies on the Commission shall be filled by the member of the Governing Body who appointed the commissioner who held the vacated position.

**Section 7. MEETINGS; DURATION; QUORUM:** The Commission shall meet at least once per month, in accordance with the Open Meetings Act and any other applicable City policies and procedures and "hall hold no less than two meetings in each of the city's council districts, for the purpose of taking input from the public.

**Section 8. STAFF LIAISON:** The City Manager shall identify no fewer than two employees to work alongside the City Attorney or City Attorney's designee to assist the Commission to perform research and drafting functions for the commission.

**BE IT FURTHER RESOLVED** that the City shall advertise the creation of the Commission and its functions on a dedicated page of the City's web site, and the page shall allow

for the public to submit proposed amendments.

**BE IT FURTHER RESOLVED** that as is consistent with Section 10.01 of the Charter, the "governing body shall consider and vote upon proposing the commission's recommended ballot questions."

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 22, 2025 15:39:44 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2025/Resolutions/ Call for Charter Review Committee to Review Mayor and City Councilor Powers*

**FIR No. 10709.1**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Charter Commission Establishment

**Sponsor(s):** Councilors Jamie Cassutt, Pilar Faulkner, and Alma Castro

**Reviewing Department(s):** City Attorney's Office

**Staff Completing FIR:** Marci Eannarino, Legislation and Policy Innovation Manager; Palmer Anderson, Policy Analyst; Christine Spiers, Legislative Assistant **Date:** 8/22/2025
**Phone:** (505) 955-6518 (505) 955-6563; (505) 955-6692

**Reviewed by City Attorney:** Erin McSherry Erin McSherry (Aug 22, 2025 15:39:44 MDT) **Date:** 08/22/2025

**Reviewed by Finance Director:** Emily K. Oster **Date:** 08/22/2025

**Summary:**
The proposed Resolution would establish a Charter Review Commission to consider separation of powers and balance of powers, as between the mayor and city councilors. Section 10.01 of the City of Santa Fe's Municipal Charter calls for a charter review commission to be appointed "as needed, but not less frequently than every ten years". The Governing Body members would appoint the Commission no later than April of 2026, and the Commission would recommend proposed amendments to the Charter to the Governing Body no later than April of 2027. Per Section 10.01 of the City of Santa Fe's Charter, the Governing Body would then vote on whether to include the Commission's recommendations on the ballot for approval by the voters in the November 2027 regular local election.

**Departments Affected:**
Governing Body, City Attorney's Office, City Clerk's Office, City Manager's Office

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, then the City would not establish a Charter Review Commission to recommend whether the City's Charter should be amended in relation the separation of powers and balance of powers as between the mayor and the city councilors.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None at this time.

**Performance and Administrative Implications:**
The designated staff liaisons to the Commission and representatives from the City Attorney's Office would be required to attend at least eight additional meetings. If the COmmission recommends changes that the Governign Body choses to place on the ballot, then the City Clerk would need to submit the questions to the County Clerk for inclusion on the ballot.

**Fiscal Implications:**

**Section 10.01 of the City's Charter states that "the governing body shall fund a budget adequate for the commission to perform its functions and the city attorney or the city attorney's designee, and no fewer than two additional employees identified by the City Manager, shall assist the commission to perform research and drafting functions for the commission". Meeting this requirement would be budget neutral if the employee support described can be accomplished using current city employees. If existing resources and personnel are assigned, other City functions will be de-prioritized. In addition, if additional costs are required to convening of the Commission, the City would need to fund a budget adequate to support the Charter's functions.

**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:** CHRISTINE SPIERS

**Email:** cmspiers@santafenm.gov

**Signature:**

**Email:** maeannarino@santafenm.gov

**Signature:**

**Email:** pcanderson@santafenm.gov

# CITY OF SANTA FE

## Memorandum

**Date:** August 22, 2025

**To:** Public Works and Utilities Committee; Quality of Life Committee; Finance Committee; Governing Body

**From:** Frank E. Ruybalid, Assistant City Attorney

**Via:** Erin K. McSherry, City Attorney EM

**RE:** Authorizing foreclosure of certain municipal liens and inviting Santa Fe County to address tax-delinquent properties within city limits

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**EXECUTIVE SUMMARY:**
The proposed resolution provides that the City of Santa Fe's ("City") City Attorney's Office may initiate the foreclosure proceedings on properties with outstanding municipal utility liens. These liens would generally be prioritized in the following way:

1. Properties with outstanding utility liens that exceed $10,000
2. Properties with utility liens that exceed $5,000 and meet one or more of the following conditions:
    a. property taxes are three or more years delinquent;
    b. the property appears abandoned;
    c. there are signs of deterioration or chronic lack of maintenance;
    d. there is physical evidence of utility disconnection, or utilities have been disconnected for one year or more, as confirmed by the City Utilities Department
    e. the property has a revoked certificate of occupancy;
    f. the property has been deemed unsafe by the Santa Fe Fire Department; or
    g. the property possesses other nuisance qualities that may threaten public health and safety.

Further, the resolution requests that the City Manager communicate with the Santa Fe County Manager to work with appropriate City and County staff to identify properties within the City with delinquent property taxes so that the County can report them to NMTRD.

**ATTACHMENTS:**

Resolution
FIR

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2025-__**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor Jamie Cassutt

**A RESOLUTION**

**AUTHORIZING FORECLOSURE OF CERTAIN MUNICIPAL LIENS AND INVITING SANTA FE COUNTY TO ADDRESS TAX-DELINQUENT PROPERTIES WITHIN CITY LIMITS AS ADDITIONAL STRATEGIES TO ADDRESS NUISANCE PROPERTIES IN THE CITY.**

**WHEREAS,** through nuisance abatement actions over several years, City of Santa Fe ("City") staff have identified that properties that put the public health, safety, and welfare at risk often also have delinquent utility payments and property taxes; and

**WHEREAS,** the correlation between nuisance properties and utility liens and delinquent taxes is not surprising, because many nuisance properties are abandoned; and

**WHEREAS,** the City of Santa Fe ("City") owns and operates a water utility, a wastewater utility, and a refuse collection utility (collectively, "utilities").

**WHEREAS,** pursuant to SFCC 1987, Section 15-1.5(C), the City may file a lien against a property to recover unpaid utility charges, which may include a fee for the placement of the lien; and

**WHEREAS,** pursuant to NMSA 1978, Section 3-36-6, the City may foreclose certain liens by filing suit against the real property upon which the lien is prescribed; and

**WHEREAS,** within the city limits, there are at least 35 properties with utility liens of more than $10,000; and

**WHEREAS,** utility liens represent revenue that would otherwise support utility operations; and

**WHEREAS,** pursuant to NMSA 1978, Section 3-36-4, the City may foreclose certain liens by filing suit against the persons named in the notice of liens or against the property if the owners are unknown; and

**WHEREAS,** pursuant to NMSA 1978, Sections 3-36-4(B) and 3-36-6, the City may recover reasonable attorney's fees accrued during foreclosure of utility liens; and

**WHEREAS,** foreclosing utility liens would support the financial stability of the City's utility services and discourage property owners from incurring utility liens; and

**WHEREAS,** foreclosing nuisance properties with utility liens also places the property into the market and establishes a known property owner, enabling better care of the property and reducing the likelihood the property will remain or become a nuisance; and

**WHEREAS,** the City should prioritize foreclosing liens on properties with nuisance abatement liens; and

**WHEREAS,** NMSA 1978, Section 6-38-48, provides that taxes on real property are a lien against the real property from January 1 of the tax year for which the taxes are imposed; and

**WHEREAS,** NMSA 1978, Section 7-38-61(A), requires county treasurers to prepare a property tax delinquency list of all real property for which taxes have been delinquent more than two years by July 1 of each year, record the list with the county clerk, and submit the list to the New Mexico Department of Taxation and Revenue ("NMTRD"); and

**WHEREAS**, there may be properties within city limits that have had delinquent property

taxes for more than two years and are not included on NMTRD's list of properties in Santa Fe County with delinquent taxes; and

**WHEREAS,** NMSA 1978, Section 7-38-65(A), permits NMTRD to foreclose a delinquent tax lien after a property has been on the tax delinquency list for 3 years and requires NMTRD to foreclose a delinquent tax lien after a property has been on the list for 4 years; and

**WHEREAS,** NMTRD cannot foreclose on liens on tax delinquent properties if the properties have not been added to the tax delinquency list; and

**WHEREAS,** selling properties with delinquent taxes supports the County's financial stability, discourages property owners from incurring tax liens, and places abandoned properties into the market, resulting in known owners; and

**WHEREAS**, further collaboration between the City and County would help both the City and County to identify properties that have delinquent taxes.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the City Attorney's Office may initiate foreclosure proceedings on properties with outstanding municipal utility liens, generally prioritized as provided below:

1. properties with utility liens exceeding $10,000;

**2.** properties with utility liens exceeding $5,000 with any of the following conditions:

a. property taxes are three or more years delinquent;

b. appears abandoned;

c. chronic lack of maintenance;

d. physical evidence of disconnected utilities, or utilities have been disconnected for one year or more, as confirmed by the City's Utilities Department;

d. revoked certificate of occupancy;

e. deemed unsafe by the Santa Fe Fire Department; or

f. possesses other nuisance qualities that may threaten public health and safety.

**BE IT FURTHER RESOLVED** that the City Manager shall communicate with the Santa Fe County Manager about collaborating to assist the County with timely report property tax delinquency lists each year.

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 22, 2025 14:11:33 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2025/Resolutions/Foreclosure of Certain Municipal Liens*

**FIR No. 10713.0**

**FISCAL IMPACT REPORT**

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** x

**Short Title(s):** Authorizing Foreclosure of Certain Municipal Liens

**Sponsor(s):** Mayor Alan Webber and Councilor Jamie Cassutt

**Reviewing Department(s):** City Attorney's Office

**Staff Completing FIR:** Frank E. Ruybalid, Assistant City Attorney **Date:** _____
**Phone:** (505)-955-6967

**Reviewed by City Attorney:** Erin McSherry Erin McSherry (Aug 22, 2025 14:11:33 MDT) **Date:** 08/22/2025

**Reviewed by Finance Director:** Emily K. Oster **Date:** 08/22/2025

**Summary:**
The proposed resolution provides that the City of Santa Fe's ("City") City Attorney's Office may initiate the foreclosure proceedings on properties with outstanding municipal utility liens. The liens would generally be prioritized the following way:

1. Properties with outstanding utility liens that exceed $10,000;
2. Properties with utility liens that exceed $5,000 and meet one or more of the following conditions:
    a. property taxes are three or more years delinquent;
    b. the property appears abandoned;
    c. there are signs of deterioration or chronic lack of maintenance;
    d. there is physical evidence of utility disconnection, or utilities have been disconnected for one year or more, as confirmed by the City Utilities Department
    e. the property has a revoked certificate of occupancy;
    f. the property has been deemed unsafe by the Santa Fe Fire Department; or
    g. the property possesses other nuisance qualities that may threaten public health and safety.

Further, the resolution calls on the City Manager to communicate with the Santa Fe County Manager to staff to identify properties within the City with delinquent property taxes so that the County can fulfil its statutory duties pertaining to delinquent tax liens and foreclosures.

**Departments Affected:**
City Attorney's Office.

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, then the City Attorney's Office would not have policy direction regarding a framework for initiating foreclosure proceedings on properties with outstanding municipal utility liens and would need to address foreclosures on the liens on a case-by-case basis.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None at this time.

**Performance and Administrative Implications:**
Within the City, cooperation with the City Attorney's Office or contractor will be needed by Utility Billing, Code Enforcement, Constituent Services, Fire Department, Building Inspection and the City Clerk's Office. The City Attorney's Office could contract with an outside attorney to file lien foreclosures. Cooperation with the County Attorney and County Treasurer will be helpful, but not critical, to success of this strategy. Most helpful will be foreclosure by N.M. Tax & Revenue Department for delinquent taxes, saving the City the foreclosure costs. The City can initiate foreclosure by private auction service if necessary.

**Fiscal Implications:**
Because foreclosures allow for attorney's fees recovery, the net impact of this initiative should be low. Foreclosures require some expensed for Notices by Publication in local newspaper and/or fees for private process server or investigator to locate off-site and absentee property owners.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ unknown* | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative:**
*Costs for Notices by Publication in local newspaper, or fees for private process server or investigator to locate off-site property owners.

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ unknown* | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**
The properties are delinquent on payment for thousands of dollars in water use, sewer and trash services. Lien and foreclosure will result in collection of arrearages through forced sale of property and collection of liened amounts. In addition, if the City incurs costs for nuisance abatement, such as for hauling junk vehicles and debris, or demolition, those costs can be recouped. The foreclosure statute allows the City to collect attorney's fees incurred in the preparation and litigation of the case.

**Signature:**

**Email:** feruybalid@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

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**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:

July - August 2025

- Meet with the Finance Committee to discuss reforms and adjustments to the City's budgeting process by adopting this Resolution.

October 2025

- 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

December 2025

- 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.

January 2026

- 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:**

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**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, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
## FY 26-27 Budget Development

**Mayor and Members of the City Council:**

**In relation to Resolution No. 2025-__:**

**A RESOLUTION**

**ADOPTING IMPROVEMENTS TO THE BUDGET PROCESS FOR THE FISCAL YEAR 2026-2027 ANNUAL OPERATING BUDGET.**

**I intend to propose the following amendment(s)**

1. On page 3, line 17, ***strike*** "setting".
2. On page 3, lines 18-19, ***replace*** "2026-2027 and the budget process, generally," with " 2025-2026.".
3. On page 3, line 21, ***strike*** "two-day".
4. On page 3, line 22, after "present" ***insert*** "the status of"; and ***replace*** "2026-2027" with "2025-2026".
5. On page 3, line 23, ***strike*** "status".
6. On page 4, line 1, ***insert*** " • Hold a town hall meeting to obtain feedback from residents and businesses about priorities for the coming year's budget (Fiscal Year 2026-2027)."
7. On page 4, line 1, ***strike*** "half-"; ***insert*** "-long" after "day" making it "day-long"; and ***replace*** "long" with "mid" making it "mid-range".
8. On page 4, line 2, after "governance" ***insert*** ", norms,".
9. On page 4, line 12, ***replace*** "or" with "for".
10. On page 4, line 13, ***strike*** "requests".
11. On page 4, line 14, ***strike*** "• Share the budget proposals with the Finance Committee."
12. On page 4, line 17, after Governing Body ***insert*** "for consideration"; and ***strike*** ", respectively".
13. On page 4, line 21, ***insert*** "• Provide the Governing Body with a report on the status of goal achievements, objectives, and indicators for Fiscal Year 2025-2026."
14. On page 4, lines 23-24, ***strike*** "and status updates on the Fiscal Year 2025-2026 goals"; and after "requests" ***insert*** ", including tradeoffs and choices made in the budget proposal development.".
15. On page 5, line 6, ***insert***

    "<u>July 2026</u>

    • Ensure that departments present status updates on Fiscal Year 2025-2026 goals to the Governing Body."

**This amendment WILL change the caption. _____**

**This amendment WILL NOT change the caption. ___X__**

10708.0 (A)

Respectfully submitted,

Michael Garcia, Councilor

Carol Romero-Wirth

Approved as to Form:

Erin McSherry
Erin McSherry (Sep 3, 2025 14:43:48 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
ANDRÉA SALAZAR, City Clerk

10708.0 (A)

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2025-__**

**INTRODUCED BY:**

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

Councilor Pilar Faulkner

Mayor Alan Webber

RED – Amendment A – Councilors Carol Romero-Wirth and Michael Garcia

**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:

July - August 2025

- Meet with the Finance Committee to discuss reforms and adjustments to the City's budgeting process by adopting this Resolution.

October 2025

- 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,~~ 2025-2026.

December 2025

- Hold a ~~two-day~~ special meeting of the Governing Body during which Department Directors present the status of Fiscal Year ~~2026-2027~~ 2025-2026 goals, objectives, key performance indicators, and progress ~~status~~ updates. Invite mayor-elect and councilor-elects to the meeting.

January 2026

- Hold a town hall meeting to obtain feedback from residents and businesses about priorities for the coming year's budget (Fiscal Year 2026-2027).
- Hold a ~~half~~-day-long, special Governing Body meeting to set ~~long~~ mid-range goals and one-year priorities and discuss and clarify City governance, norms, 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~~ for 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 for consideration 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.
- Provide the Governing Body with a report on the status of goals, objectives, and indicators for Fiscal Year 2025-2026.

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~~, including tradeoffs and choices made in the budget proposal development.
- 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.

July 2026

- Ensure that departments present status updates on Fiscal Year 2025-2026 goals to the Governing Body.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2025/Resolutions/FY26-27Budget Development Resolution*

# Santa Fe Budget Improvements

# 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 and 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 necessary adjustments
- Meeting with Quality-of-Life Committee (one-on-one) meetings with members
- Governing Body Introduction *(postponed)*

# September 2025

- Quality of Life Committee 9/3
- Finance Committee 9/8
- Governing Body 9/10
- Departmental Directors submit goals, objectives, and KPIs to City Manager 9/30

# October 2025

- Study Session with Governing Body to discuss departmental goals, objectives, and KPIs for FY 25-26

# December 2025

## Governing Body Study Session

Department Directors present:

- Progress status updates in current-year Goals, Objectives, and KPIs at ½ way point
- Participation of newly elected Councilors

# January 2026:

**Town Hall style Public Meeting to get residents to discuss budget priorities and tradeoffs.**

**Special workshop for Governing Body**

- Set long-range goals and one-year priorities
- Discuss governance issues, norms, 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

# March 2026

## Governing Body Study Session:

- Departments report progress toward FY'25-26 goals, objectives, and KPIs at ¾ point.

# 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 including tradeoffs and choices made during budget development
- 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
- Departments provide year-end status reports on progress FY 25-26 goals, objectives, and KPI achievements

# July 2026

- Departments provide year-end status reports on progress FY 25-26 goals, objectives, and KPI achievements

CITY OF SANTA FE

# The Purchasing Memo

**Date: August 20, 2025**

**To:** Governing Body and Finance Committee

**From:** James Garduño, Airport Project Manager JG

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

**Subject:** New Air Services Between Los Angeles (LAX) and Santa Fe (SAF)

**Vendor Name:** American Airlines Inc.

**Munis Vendor Number:** 10974

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## ITEM AND ISSUE:

Santa Fe Regional Airport respectfully requests your review and approval of an Air Services Agreement, this agreement will be paid for via Rural Air Services Assistance (RSA) Grant issued by New Mexico Department of Transportation Aviation Division (NMDOT-AD), the term will be one year, services will be provided by American Airlines Inc.

## CONTRACT NUMBER:

FY26, Munis contract number is 3260137

## BACKGROUND AND SUMMARY:

American Airlines has been awarded a contract under RFP #25161, issued by the Santa Fe Regional Airport, to operate a new commercial flight route between Los Angeles International Airport (LAX) and Santa Fe Regional Airport (SAF).

This new service, supported by a Rural Air Service Assistance (RSA) Grant from the New Mexico Department of Transportation – Aviation Division (NMDOT-AD). American Airlines will operate one round-trip flight per day, five days a week, enhancing regional connectivity between Northern New Mexico and Southern California.

The RSA grant provides targeted funding to expand essential air service to rural communities, supporting economic growth and improving access to air travel for residents and visitors alike.

American Airlines was selected based on its proven ability to deliver dependable, high-quality air service and its alignment with the regional goals for expanded air connectivity and tourism development.

## PRIOR APPROVALS AND SUPPORTING INFORMATION:

### FUNDING SOURCE:

**Fund Name/Number:** Airport/545

**Munis Org Name/Number:** Airport Operations/5456050

**Munis Object Name/Number:** NM Department of Transportation/490150

**Budget Officer / Designee:** Andy Hopkins **Date:** 08/25/2025

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

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

RFP #25161, issued by the Santa Fe Regional Airport, to operate a new commercial flight route between Los Angeles International Airport (LAX) and Santa Fe Regional Airport (SAF).

**Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 08/27/2025

**CPO Comment/Exceptions:** _____

**ASSOCIATED APPROVALS:**

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

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

**Vehicles included? ☐ Yes | ☒ No**

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

**Comment/Exceptions:** _____

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

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

**Comment/Exceptions:** _____

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

**If yes, what is the issuing agency:** NMDOT-Aviation Division

**Approval:** ERIKA LUJAN (Aug 27, 2025 12:11:28 MDT) **Title:** Grants Manager **Date:** 08/27/2025

**Comment/Exceptions:** _____

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

**Project Ledger Number:** _____

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

**Comment/Exceptions:** _____

**ATTACHMENTS:**

Horizon Determination Email
CPO Service Determination Email
Procurement document: RFP
Vendor's Bid
Certificate of Liability Insurance (COI)
Professional Services  Contract

**GARDUNO, JAMES D.**

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>
**Sent:** Tuesday, May 7, 2024 8:29 AM
**To:** GARDUNO, JAMES D.
**Subject:** Re: First right of refusal inquiry

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

Good morning,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**
**Executive Director**

**Horizons of New Mexico**
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, May 6, 2024 at 6:30 PM GARDUNO, JAMES D. <jdgarduno@santafenm.gov> wrote:

> I would like to offer for the first right refusal, please let me know.
>
> Scope is for Air Carrier Services to and from Los Angeles Airport to Santa Regional Airport.

The City is requiring the initial schedule to be operated by the air carrier to include a daily LAX-SAF-LAX flight on Monday, Tuesday, Wednesday, Thursday, and Friday, with an additional flight on Monday and Friday. SAF shall refer to Santa Fe Regional Airport. The inaugural flight will occur in 2024, provided the announcement of the service is a minimum 60 days in advance of the inaugural flight. The business plan is to operate the flight schedule as presented for a period of 60 days, then review the schedule and if needed make changes based on passenger demand and day of week travel. If after the 60-day period it is determined that there is a better frequency and schedule, both parties agree to mutually work toward optimizing the schedules.


***Thank you,***

***James Garduño***

***Project Manager***

***Santa Fe Regional Airport***

***121 Aviation Dr. Santa Fe, NM 87507***

***jdgarduno@santafenm.gov***

***Cell 505-670-3232***

***Office 505-955-2906***


SANTA FE
REGIONAL AIRPORT


**********
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**********

**From:** DUTTON-LEYDA, TRAVIS K.
**To:** GARDUNO, JAMES D.; Purchasing DET
**Cc:** SANCHEZ, KATHY S.
**Subject:** Re: Determination Request Airport Air Carrier Services RFP
**Date:** Wednesday, May 15, 2024 7:47:34 PM
**Attachments:** image001.jpg

James, this sounds like a professional service even though currier services is typically general.

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

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**From:** GARDUNO, JAMES D. <jdgarduno@santafenm.gov>
**Sent:** Tuesday, May 7, 2024 8:38:49 AM
**To:** Purchasing DET <purchasing_det@santafenm.gov>
**Subject:** Determination Request Airport Air Carrier Services RFP

Travis

I am requesting a determination for a new air carrier service to provide air carrier services to and from Los Angeles California Airport. We will need an RFP, there will be NMDOT Aviation Funds included in the RFP.

The City is requiring the initial schedule to be operated by the air carrier to include a daily LAX-SAF-LAX flight on Monday, Tuesday, Wednesday, Thursday, and Friday, with an additional flight on Monday and Friday. SAF shall refer to Santa Fe Regional Airport. The inaugural flight will occur in 2024, provided the announcement of the service is a minimum 60 days in advance of the inaugural flight. The business plan is to operate the flight schedule as presented for a period of 60 days, then review the schedule and if needed make changes based on passenger demand and day of week

travel. If after the 60-day period it is determined that there is a better frequency and schedule, both parties agree to mutually work toward optimizing the schedules.

***Thank you,***
***James Garduño***
***Project Manager***
***Santa Fe Regional Airport***
***121 Aviation Dr. Santa Fe, NM 87507***
***jdgarduno@santafenm.gov***
***Cell 505-670-3232***
***Office 505-955-2906***

**********
This e-mail and any attachments thereto may contain confidential information and/or information protected by intellectual property rights for the exclusive attention of the intended addressees named above. If you have received this transmission in error, please immediately notify the sender by return e-mail and delete this message and its attachments. Unauthorized use, copying or further full or partial distribution of this e-mail or its contents is prohibited.
**********

**Willis Towers Watson Northeast, Inc.**
**200 Liberty Street**
**New York, NY 10281-1003**
**(212) 915-8888**

# CERTIFICATE OF INSURANCE

**Reference No. ENVOY-AA-L00902**
***(Cancelling and replacing the previously issued Certificate of Insurance)***

**THIS IS TO CERTIFY TO:**

**Santa Fe Municipal Airport**
**Attn: Airport Manager**
**PO Box 909**
**Santa Fe, NM 87504-0909**

(Sometimes referred to herein as the Certificate Holder(s))

that we, Willis Towers Watson Northeast, Inc., in our capacity as insurance broker to the Named Insured (as defined below) have placed insurance covering the Named Insured for their aviation operations against the following risks and up to the limits stated, and that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

1. **NAMED INSURED**:

   **Envoy Air, Inc.** d.b.a. American Eagle, PSA Airlines, Inc. d.b.a. American Eagle and Piedmont Airlines, Inc. d.b.a. American Eagle.

2. **NAMED INSURED ADDRESS:**

   1 Skyview Drive
   MD 8B503
   Fort Worth, TX 76155

3. **INSURANCE COVERAGE**:

   AIRLINE LIABILITY INSURANCE (including but not limited to general liability, passenger legal liability, bodily injury and property damage, personal & advertising injury liability, contractual liability, passengers' checked and unchecked baggage liability, premises, products and completed operations liabilities, ground hangarkeepers liability, cargo legal liability, mail legal liability, liquor liability/host liquor liability, liability in

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**New York, NY 10281-1003**
**(212) 915-8888**

respect of automobiles and/or other mobile equipment operated on restricted airport premises and including EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E or its equivalent) (the "Primary Policy").

Excess aviation war, hijacking and other perils liability to pay on behalf of the Named Insured all sums in excess of the sublimit specified in the EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E or its equivalent to the Primary Policy which the Named Insured shall become legally liable to pay as damages for bodily injury or property damage caused by an occurrence during the Policy Period subject to the limit of liability herein (the "Excess Policy").

**4. POLICY PERIOD:**

**AIRLINE LIABILITY INSURANCE:**
December 22, 2024 to December 22, 2025 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

**EXCESS WAR, HIJACKING AND OTHER PERILS LIABILITY INSURANCE:**
December 22, 2024 to December 22, 2025 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

**5. GEOGRAPHICAL LIMITS:**

Worldwide excluding Russia, Ukraine and Belarus. However, other than for hull or spares losses in Russia, Belarus, Crimea or Ukraine directly arising from armed hostilities between Russia and Ukraine, coverage pursuant to this policy is granted for the overflight of Russia, Belarus, Crimea or Ukraine where the flight is within an internationally recognized air corridor and is performed in accordance with International Civil Aviation Organization (I.C.A.O.) recommendations and in circumstances where an insured aircraft has landed in Russia, Belarus, Crimea or Ukraine as a direct consequence and exclusively as a result of force majeure (provided such Aircraft was neither destined to or originating from Russia, Belarus, Crimea or Ukraine), but worldwide in respect of products liability.

**6. LIMITS OF LIABILITY:**

Note: Aggregate limit(s) may be reduced or exhausted by claims made in respect of any interest insured under the policy(ies).

As respects AIRLINE LIABILITY INSURANCE:

Combined single limit bodily injury (including passengers), property damage and personal & advertising injury (passengers only), cargo and mail: not less than USD $100,000,000 any one occurrence/offense, and in the annual aggregate as respects products, completed operations and personal injury liabilities.

However, the following sub-limits apply as part of and not in addition to the limit stated above:

As respects PERSONAL & ADVERTISING INJURY other than passengers:
USD $25,000,000 any one occurrence/offense, in the aggregate annually.

As respects EXCESS AUTOMOBILE LIABILITY AND EXCESS EMPLOYERS LIABILITY:

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**200 Liberty Street**
**New York, NY 10281-1003**
**(212) 915-8888**

This insurance to pay up to USD $25,000,000 excess of the applicable underlying policy limit of not less than USD $1,000,000 any one occurrence/offense and in the aggregate where applicable.

As respects EXTENDED COVERAGE ENDORSEMENT (AVIAITON LIABILITIES) AVN52E or its equivalent: the limit of liability is a sublimit of USD $100,000,000 any one occurrence and in the annual aggregate except with respect to passengers to whom the full policy limit(s) shall apply,

7. **USE OF PREMISES INSURED:**

Solely as respects AIRLINE LIABILITY INSURANCE: Any premises owned, used or occupied by the Named Insured which are incidental to the Named Insured's airline operations.

8. **USE OF VEHICLES INSURED:**

Solely as respects AIRLINE LIABILITY INSURANCE: Ground mobile equipment operated by the Named Insured on restricted airport premises.

9. **CONTRACTS:**

Contracts regarding the Equipment (as defined below) (hereinafter, the "Contracts(s)") are:

Services at Santa Fe Municipal Airport

10. **EQUIPMENT INSURED:**

Any aircraft owned, operated or maintained by the Named Insured (hereinafter, the "Equipment").

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**New York, NY 10281-1003**
**(212) 915-8888**

## SECURITY (the "Insurers")

Insurers held on file with Willis Towers Watson Global Aviation & Space

For details on the Insurers and their Policy Numbers for the Renewal Policy Period please contact the WTW Global Aviation & Space shared in-box managed by their American Airlines team at American.Airlines@wtwco.com

## Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
LSW 1001 (insurance)

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**New York, NY 10281-1003**
**(212) 915-8888**

## SPECIAL PROVISION(S)

**Subject always to the scope of the policies noted above and all the policies' declarations, insuring agreements, definitions, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):**

**Solely as respects L**iability Coverage(s): Santa Fe Municipal Airport and their directors, officers, employees, agents and assigns are included as Additional Insureds (collectively, the Additional Insureds, individually, an Additional Insured) as their respective interests may appear, warranted no operational interest.

Solely as respects Liability Coverage(s): Insurers waive their rights of subrogation against the Additional Insureds but only to the same extent that the Named Insured has waived its rights of recovery against and/or indemnified the Additional Insureds in the Contract(s).

**Solely as respects Liability Coverage(s):** In the event of cancellation or adverse material change of the policies by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of Aircraft Hull War Risks and Allied Perils Insurance and Extended Coverage Endorsement (Aviation Liabilities) / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice by the Insurers to the Certificate Holder(s) -- at the addresses shown on page one of this Certificate of Insurance.

**As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) agreed termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: agreed termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment**

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**New York, NY 10281-1003**
**(212) 915-8888**

**This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.**

**DATE OF ISSUE: December 22, 2024**

**AUTHORIZED REPRESENTATIVE:** _____

**WTW**
Global Aviation & Space
Willis Towers Watson Northeast, Inc.
d/b/a Willis Towers Watson Northeast Insurance Services, Inc.

**+AIR SERVICE AGREEMENT**

**LAX-SAF**

This Air Service Agreement (this "Agreement") is made and entered into as of _____, 2025 (the "Effective Date") by and between American Airlines, Inc., a Delaware corporation with its principal offices at 1 Skyview Drive, MD 201, Fort Worth, Texas 76155 ("American"), and the City of Santa Fe, a municipal corporation, with its principal offices at 200 Lincoln Avenue, Santa Fe, NM 87501 ("Guarantor").

1. Air Service; Term.

(a) American shall provide regularly scheduled passenger air service, to be performed by American or an Affiliate of American, between Santa Fe Regional Airport ("SAF") and Los Angeles International Airport ("LAX") in both directions. This constitutes the "Air Service", and each one-way flight performed by American between the airports set forth on Schedule 1, an "Air Service Flight", effective October 6th, 2025 through October 4th, 2026 (the "Air Service Period") in accordance with the schedule set forth on Schedule 1 attached hereto.

(b) American agrees to schedule an aircraft to perform the Air Service. Notwithstanding anything to the contrary in this Agreement or in any schedule attached hereto, American reserves the right to make all operational decisions regarding the Air Service in its sole discretion, including but not limited to aircraft type and configuration, operating carrier, timing of arrival/departure, frequency of service (schedule flexibility), and continued operation of the Air Service. American reserves the right to update Schedule 1 from time to time to reflect any program changes that American deems appropriate.

(c) This Agreement shall commence upon the Effective Date and, unless sooner terminated in the manner provided for herein, shall remain in full force and effect until the date that is six (6) months following the last day of the Air Service Period (the "Term").

2. Minimum Revenue Requirement.

(a) The "Flight Charge" for each Air Service Flight shall be specified in Schedule 1.

(b) The "Settlement Period" shall be each calendar month during the Air Service Period, with billing done on a quarterly basis. For clarity, any partial calendar month during the Air Service Period shall be accounted for as a separate Settlement Period.

(c) The "Minimum Revenue Requirement" shall mean the Flight Charge as set forth in Schedule 1 for each Air Service Flight multiplied by the actual number of Air Service Flights operated by American during the Settlement Period.

(d) The "Billing Period" shall be each calendar quarter during the Air Service Period and include the billing for the Settlement Periods included in such Billing Period. The first Billing Period under this Agreement shall include the partial month of October, and all of November, and December. The final billing period shall include July, August, September, and the partial month of October.

(e) American and Guarantor agree that the Total Revenue (as defined in Section 3(d) below) for each Settlement Period must equal or exceed the Minimum Revenue Requirement, as further described in Section 4 below.

3. Revenue Calculation.

(a) Subject to Section 7(a), American and Guarantor agree that in the event of certain changes in the average price per gallon that American pays for jet fuel, American will adjust the amount payable as set forth in Schedule 2 hereto.

(b) For purposes of this Agreement, "Passenger Ticket Revenue" for each Air Service Flight shall be the total amount paid by passengers in connection with the applicable Air Service Flight, less applicable taxes, and shall be rate-prorated by segment. A rate-prorate is used to divide total Passenger Ticket Revenue paid per Air Service Flight among the actual number of segments flown by each Air Service passenger according to the ratio of each segment's local fare to the sum of all the local fares applicable to the passenger's actual itinerary.

(c) For purposes of this Agreement, (i) "Partner Miles Revenue" shall mean the marketing revenue received from third parties related to the purchase of AAdvantage® miles; (ii) "Baggage and Cargo Revenue" shall mean all revenue earned from the storage of baggage and cargo on any given Air Service Flight; and (iii) "Ancillary Revenue" shall mean revenue resulting from sales on-board the Air Service Flight.

(d) For purposes of this Agreement, "Total Revenue" shall mean the sum of the Passenger Ticket Revenue, Partner Miles Revenue, Baggage and Cargo Revenue, and Ancillary Revenue for all of the Air Service Flights operated by American and/or an American Airline Affiliate during the Settlement Period.

(e) American's Airline Performance Analysis System ("APAS") shall be the sole source of information for calculating Total Revenue. APAS shall also be the sole source of information for calculating fuel expenses for all Air Service Flights during each Settlement Period. Notwithstanding the foregoing, Guarantor shall have the right, upon providing at least five (5) business days' prior written notice to American, to conduct an audit at Guarantors' sole expense within sixty (60) days following the close of the Settlement Period. Such audit may examine the information and documents used to calculate Total Revenue and fuel expenses received by American for Air Service Flights associated with this Agreement. Any such audit must be reasonable in all respects, and must be performed during regular business hours and without affecting American's regular business operations. Guarantor's representatives participating in such audit are obligated to treat as confidential, in accordance with this Agreement, all information disclosed to or

discovered by them during such audit. The confidentiality obligation in the immediately preceding sentence shall survive the termination of this Agreement indefinitely. In the event that the auditor discovers an overpayment by Guarantor during such audit and establishes such overpayment to the satisfaction of American, American shall remit to Guarantor the full amount of such established overpayment.

(f) American may provide reports to Guarantor during the Air Service Period detailing Guarantor's progress toward meeting the Minimum Revenue Requirement; provided, however, that American shall have no obligation to provide such reports, and provided, further, that the final calculations provided by American with the invoices pursuant to Section 6 of this Agreement shall control, subject to Section 3(e).

4. Revenue Reconciliation.

(a) American will reconcile the Total Revenue during each Settlement Period against the Minimum Revenue Requirement for such Settlement Period no later than sixty (60) days following the end of the applicable Settlement Period.

(b) If the Total Revenue is more than the Minimum Revenue Requirement for any Settlement Period, a "Revenue Excess" shall be deemed to have occurred during such Settlement Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will retain the Revenue Excess for such Settlement Period. For the avoidance of doubt, Revenue Excess in any given Settlement Period shall not be applied to meet the Minimum Revenue Requirement of another Settlement Period.

(c) If the Total Revenue is less than the Minimum Revenue Requirement for any Settlement Period, a "Revenue Shortfall" shall be deemed to have occurred during such Settlement Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will invoice Guarantor for the Revenue Shortfall for each Settlement Period within the Billing Period in which a Revenue Shortfall occurred in accordance with the payment procedures in Section 6.

(d) American and Guarantor agree that the principal obligation (not including interest) of Guarantor to pay American for Revenue Shortfalls during the Term shall not exceed the total amount of US $1,800,000 regardless of method of payment.

5. Other Incentives. In addition to its obligation to cover Revenue Shortfalls, Guarantor agrees to provide American the following additional incentives:

(a) Guarantor will provide fee waivers for landing fees, gate fees, and other related charges for all Air Service Flights, valued at $142,387 during the Air Service Period.

(b) Guarantor will provide marketing/advertising support in a minimum amount of $50,000 to support American's air service to SAF.

6. Payment Reconciliation. American shall provide an invoice to Guarantor no later than sixty (60) days following (a) the end of each Billing Period, and (b) upon the expiration or termination of this Agreement, as applicable. Such invoice shall include the total Revenue Shortfalls incurred during such Billing Period, if any, and any other charges (including fuel excess charges) incurred during such Billing Period. Guarantor shall pay such invoice to American within a reasonable time frame not to exceed thirty (30) days after receipt of such invoice. All payments hereunder shall be made no later than their respective due dates by check, by wire transfer pursuant to wiring instructions given by American or by other means of payment agreed in writing by American. Guarantor agrees to pay interest on any overdue payment owed to American from the date such payment is due under this Agreement until the date such payment is received by American at the lesser of the following (i): the highest rate permitted by applicable law or (ii) an annual rate of 12%.

7. Termination and Default. This Agreement may be terminated and/or any Air Service Flight cancelled by the party specified below (after notice, if applicable) upon the happening of any of the following events:

(a) At any time, by the mutual written consent of the parties.

(b) By American (i) immediately, if American is unable to obtain the governmental or other approvals necessary to commence the Air Service or the service on any particular Air Service Flight, or if such approvals are subsequently revoked or altered; (ii) if American determines in its sole discretion that the operating facilities at Guarantor's home airport are inadequate for American to commence service at such airport as contemplated in Schedule 1; (iii) if Guarantor fails to make any payment when due and does not make such payment within five (5) days after written notice or demand thereof; or (iv) immediately, if any of the following events occur: (A) a forced or voluntary grounding of one or more of American's aircraft types (or the aircraft type(s) of the operating carrier chosen by American to operate the Air Service Flight(s)); (B) there is a greater than 35% increase in the average price per gallon that American pays for jet fuel as compared to the average price per gallon that American paid as of the Effective Date; or (C) if American determines in its sole discretion that sufficient fuel is not available to meet all of its scheduled commitments.

(c) At any time, by the non-breaching party, upon written notice to the breaching party, upon: (i) the breach of a material term, agreement, covenant, representation, statement, or warranty of this Agreement; or, (ii) the breach of any federal, state, or local law as such relates to the Air Service Flights, provided, however, in each instance the non-breaching party shall give the breaching party written notice of the breach or failure to comply and five (5) business days to cure such breach or failure to comply, assuming such breach or failure to comply is capable of being cured within such time period. If such breach or failure is not cured within such five (5) business day period, or if such breach or failure is not capable of being cured (or not capable of being cured within such time period), then the non-breaching party may immediately terminate this Agreement without any further notice to the other party.

(d) At any time, by either party, upon written notice to the other party, if the other party: (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations other than due to force majeure as provided in Section 14.

(e) By either party, with or without cause or penalty upon not less than one hundred eighty (180) days' prior written notice to the other party. The effective date of termination shall be as stated in such written notice of termination but not earlier than one hundred eighty (180) days following such written notice.

(f) After June 30, 2026, immediately upon notice to American by the Guarantor that the New Mexico Legislature has not appropriated sufficient funds for Guarantor to continue to perform its obligations under this Agreement, including a reduction of funding during a special session of the New Mexico Legislature; provided that (i) any Revenue Shortfalls on account of Air Service Flights operated prior to the effective date of such termination shall be paid to American in accordance with this Agreement, and (ii) such termination shall not be effective until the funds previously appropriated for this Agreement during the prior fiscal year have been exhausted.

8. Remedies Upon Termination.

(a) Other than as specifically set forth herein, termination pursuant to Section 7 shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

(b) Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay American all amounts owing to American as of the effective date of such expiration or termination.

(c) In the event of any termination or expiration of this Agreement for any reason, Guarantor shall pay all amounts owed to American as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within five (5) business days after receipt of an invoice from American.

9. Confidential Information.

(a) Each party (the "Receiving Party") agrees to hold, and will cause its Affiliates and representatives to hold, in strict confidence all confidential and proprietary information, either designated by the party disclosing such information to the other party (the "Disclosing Party") as such or under reasonable circumstances to be considered as such, whether in written, oral or other form, which it received from the Disclosing Party

prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each Party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the economic and other terms of this Agreement (including all schedules), and (ii) flight and accommodations booking information related to the Air Service.

(b) Each Party agrees that it will not, and will cause its Affiliates and representatives not to, disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction, subject to Section 9(c); (ii) except to such party's representatives, attorneys, accountants or lending institutions which are on a need to know basis and have been informed of and will be required to maintain the confidentiality of such information; or (iii) unless such provisions are publicly known through no disclosure that is prohibited hereunder.

(c) In addition, the Receiving Party may disclose the Confidential Information in response to law, regulation or a valid court order or other governmental action, provided that (i) the Disclosing Party is notified in writing prior to disclosure of the information, and (ii) the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

10. Promotional Materials. Nothing contained herein shall give either party a license or other right to use the trademarks or servicemarks of the other party or any of American's subsidiaries or Affiliates. Any such use shall require the prior written consent of the party that owns the trademarks or servicemarks. Guarantor will, and will cause its Affiliates and representatives to, submit to American for review and approval, prior to publication or use, the portion of any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters or other communications or any other publicity published or distributed by Guarantor (or at its direction or authorization) that uses any trademark, service mark, or logo of American or any of its Affiliates ("American Marks") (collectively, the "Promotional Materials"). Under no circumstances will any Promotional Materials include any Confidential Information. American may provide Guarantor with limited access to the American Airlines brand center website (https://brand.aa.com) to obtain digital renditions of the American Marks that conform to American's corporate graphics standards. Guarantor agrees that it will not (a) use or display any American Marks that it has not obtained from American or from the American Airlines brand center website; (b) alter the American Marks in any way; or (c) display the American Marks without the appropriate proprietary rights notices. American shall have the right, at its sole discretion, to modify the graphics standards and disclaimers from time to time. All promotional or informational material distributed or electronically transmitted by Guarantor using the American Marks will require the tag line listing the marks and stating "are trademarks of American Airlines, Inc." American agrees to respond to Guarantor within five (5) business days after receipt of the Promotional Materials with written approval or written request for changes. Guarantor further agrees that no changes will be made to any of the Promotional Materials after approval by

American unless such changes are first approved by American in writing. For the purpose of this Agreement, "Affiliate" shall mean, with respect to either party, any person directly or indirectly controlling, controlled by, or under common control with, such party.

11. Fares. American agrees to establish and modify, as needed, the air fares for the Air Service and agrees to provide yield and inventory management services with respect thereto. Guarantor acknowledges that American has agreed to establish and modify these air fares and to provide yield and inventory management services as an accommodation to Guarantor and that American hereby disclaims all liability for, and Guarantor hereby waives all claims against American which may arise out of or in connection with, the establishment or modification of such air fares or the yield and revenue management services provided hereunder. American agrees to advise Guarantor regarding pricing for such air fares; provided, however, that American shall at all times have the unconditional right in its sole discretion to determine air fares during the Air Service Period.

12. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of New Mexico without regard to any conflict of law rules.

13. Jurisdiction/Dispute Resolution. Legal proceedings arising out of this Agreement or any transactions contemplated in this Agreement shall be initiated in the First Judicial District Court in Santa Fe County, New Mexico. Each party, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court and any right of application or appeal to any court (in the U.S. or in any other jurisdiction). EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT.

14. Force Majeure. Except for payment obligations, or as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, epidemic, pandemic, or any court order or action of any governmental, administrative or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, (b) use its best reasonable efforts to avoid or remove such causes of non-performance, and (c) continue performance to the extent such causes are removed or avoided.

15. Indemnification.

(a) American agrees to indemnify, defend and hold harmless Guarantor and its officers, directors, employees, agents and Affiliates (the "Guarantor Indemnified Parties") from and against any and all third party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses (including without limitation reasonable attorneys' fees) of any nature whatsoever (collectively, "Claims") arising out of or in connection with, or related to (i) the willful misconduct or

grossly negligent acts, errors or omissions of American, its subcontractors, its Affiliates or any person directly or indirectly employed by American, or any of them, while engaged in any activity associated with or related to American's performance under this Agreement; and (ii) American's breach of its obligations under this Agreement.

(b) To the fullest extent permitted by applicable law, Guarantor agrees to indemnify, defend and hold harmless American and its officers, directors, employees, agents and Affiliates (the "American Indemnified Parties") from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of Guarantor, its subcontractors, its Affiliates or any person directly or indirectly employed by Guarantor, or any of them, while engaged in any activity associated with or related to Guarantors' performance under this Agreement; and (ii) Guarantors' breach of its obligations under this Agreement.

(c) The rights and obligations of the parties under this Section 15 shall survive any termination or expiration of this Agreement.

16. Waiver of Consequential Damages; Other Limitations. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING ANY SUCH DAMAGES OR CLAIMS. UNDER NO CIRCUMSTANCES SHALL AMERICAN'S LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF CHARGES ACTUALLY PAID BY GUARANTOR TO AMERICAN PURSUANT TO THIS AGREEMENT.

17. Insurance.

(a) American. At all times during the Air Service Period, American shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least US $25,000,000 for personal injury (including without limitation bodily injury and death) and property damage. If so requested by Guarantor, American will furnish Guarantor within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(a) of this Agreement; (ii) includes the insurer's commitment to give Guarantor not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of American and shall insure Guarantor regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by American; (iv) shall waive any right of subrogation, set-off, or counterclaim against Guarantor; (v) shall name the Guarantor Indemnified Parties hereunder as additional insureds; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by Guarantor.

(b) Guarantor. At all times during the Air Service Period, Guarantor shall carry and maintain, at its sole cost and expense, commercial general liability insurance with aggregate limits of at least US $10,000,000 for personal injury (including without limitation bodily injury and death) and property damage. If so requested by American, Guarantor will furnish American within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(b) of this Agreement; (ii) includes the insurer's commitment to give American not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of Guarantor; (iv) shall waive any right of subrogation, set-off, or counterclaim against American; and (v) indicates that such coverage is primary without right of contribution from any insurance carried by American.

18. Sovereign Immunity. To the extent that either party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, or such party's liability is limited pursuant thereto, that party, to the extent permitted by applicable law, for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter in an action brought by the other party to enforce or interpret this Agreement. This waiver of immunity shall not inure to the benefit of a third party who is not a signatory to this Agreement; provided that, for the avoidance of doubt, Guarantor shall not assert any such defense of governmental or sovereign immunity in any third party action in the event that Guarantor has or may have an indemnification obligation to the American Indemnified Parties under this Agreement as a result of such third party action. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction, unless prohibited by applicable law.

19. Representations. To the fullest extent permitted by applicable law, each of American and Guarantor warrants, represents, and agrees that it has: (i) the full right, power, legal capacity, and authority to enter into this Agreement and to carry out and perform all of the obligations thereof; and (ii) will not harm, misuse, or bring into dispute the trademarks or service marks of the other.

20. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party, except that American may assign or delegate this Agreement and the rights and obligations created hereunder to any wholly owned subsidiary of American Airlines Group Inc. without the consent of Guarantor.

21. Waivers and Modifications. This Agreement embodies the entire agreement and understanding of the parties, and, as of its effective date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof. The schedules, exhibits, annexes, and attachments to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes.

The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed jointly by a duly authorized representative of both American and Guarantor.

22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Each of the parties is an independent contractor. Nothing in this Agreement is intended, or shall be construed, to create or establish any agency, partnership, joint venture, affiliate, or fiduciary relationship between the parties. Neither party, nor any of its affiliates, has any authority to act for, or to incur any obligations on behalf of, or in the name of, the other party or any of its affiliates. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine.

24. Notices. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered in person, (b) sent by traceable overnight delivery via a nationally recognized courier, or (c) sent by registered or certified mail, return receipt requested, in each case addressed to the other party at the following address, and shall be deemed to have been given (as applicable) (x) on the day such notice is so hand delivered, (y) one business day following the date such notice is sent via overnight delivery via a nationally recognized courier, or (z) two business days following the date such notice is sent via certified mail:

To American:

American Airlines, Inc.
Attn: Brian Znotins, Senior Vice President - Network and Schedule Planning
1 Skyview Drive, MD 201
Fort Worth, Texas 76155

To Guarantor:

Name: City of Santa Fe
Attn: City Manager
Address: P.O. Box 909, Santa Fe, New Mexico 87504-0909

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns and there is no intent to benefit any third parties.

27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

28. Exhibits & Schedules. The exhibits and schedules to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes.

29. No Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

30. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

31. Expenses. Each party to this Agreement agrees to be responsible for its own costs, expenses and charges (including, without limitation, legal fees, advisory fees and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

32. Miscellaneous. All obligations of American hereunder are subject to the receipt of all necessary government approvals.

33. Counterparts. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

*[Signature Page Follows]*

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

**City of Santa Fe**

By: _____
Name: Alan Webber
Title: Mayor
Date: _____

**American Airlines, Inc.**

By: B. Znotins
B. Znotins (Aug 15, 2025 15:46:48 CDT)
Name: Brian Znotins
Title: Senior Vice President,
Network and Schedule Planning

Attest:

_____
Andréa Salazar, City Clerk

Approved for Legal Sufficiency:

Kevin L. Nault
Kevin L. Nault (Aug 15, 2025 15:46:43 MDT)
_____
Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

**SCHEDULE 1**
**TO AIR SERVICE AGREEMENT**
**BETWEEN AMERICAN AIRLINES, INC. AND GUARANTOR FOR**
**AIR SERVICE FLIGHTS BETWEEN LAX AND SAF**

**PROPOSED FLIGHT SCHEDULE***

**October 6th, 2025 – October 4th, 2026**

| Origin | Destination | Days of Operation | Flight Times* |
|---|---|---|---|
| LAX | SAF | Daily | 12:45-15:50 |
| SAF | LAX | Daily | 16:20-17:30 |

Equipment: CRJ-700**

Present Configuration: 65 seats**

One Way Flight Charge: $13,160 per Air Service Flight**

*Exact operating times are subject to change from time to time by American at its sole discretion.

**Subject in all respects to Section 1(b) of the Agreement.

**SCHEDULE 2**
**TO AIR SERVICE AGREEMENT**
**FUEL ADJUSTMENTS FOR**
**AIR SERVICE FLIGHTS BETWEEN**
**LAX AND SAF**

1. If the average price per gallon that American pays for jet fuel during any given month during the Term ("Average Fuel Price") changes as compared to an average price per gallon of US $2.38 ("Initial Average Fuel Price"), the sum of Flight Charges for Air Service Flights during such month shall be adjusted as follows (each monthly adjustment a "Fuel Adjustment"):

(a) If the Average Fuel Price increases to US $2.39 (the "Increase Trigger Price") or above for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be increased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Increase Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

(b) If the Average Fuel Price decreases to US $2.37 (the "Decrease Trigger Price") or below for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be decreased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Decrease Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

2. All Fuel Adjustments will be included in the invoice for the respective Settlement Period or the final report, as applicable, as provided in Section 4(a) of the Agreement.

3. Examples:

(a) If the Average Fuel Price for December is US $2.10, the Initial Average Fuel Price is US $2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be an increase of the sum of all Flight Charges during December of:

($2.10 - $2.00) x 100,000 = $10,000

(b) If the Average Fuel Price during December is US $1.90, the Initial Average Fuel Price is US $2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be a decrease of the sum of all Flight Charges for December of:

($1.90 - $2.00) x 100,000 = ($10,000)

# CITY OF SANTA FE

## Memorandum

**Date:** August 28, 2025

**To:** Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

**From:** Rod Gould, Senior Advisor and Public Engagement Coordinator RG

**RE:** Living Wage Update

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**EXECUTIVE SUMMARY:**

The proposed legislation would amend SFCC 1987, Section 28-1, to increase Santa Fe's minimum wage to $17.50/hour, beginning January 1, 2027. Thereafter, the ordinance would increase by a rate equal to the average of (1) the increase (if there is one) to the consumer price index for the western regions for urban wage earners and clerical workers of the Western Region Consumer Price Index ("Western Region CPI") (for the previous year) and (2) the increase (if there is one) to the United States Department of Housing and Urban Development's ("HUD") "Fair Market Rent" for a two-bedroom unit in Santa Fe. The purpose is to tie the escalator more closely to the cost of housing, which, according to the impact analysis entitled "Raising the Living Wage in Santa Fe: Potential Impacts and Analysis" ("Santa Fe Impact Analysis") (attached to this memo), is the most significant affordability factor for workers. The annual increase to the minimum wage would be 5% per year and the minimum wage would not decrease in the event of a depression or economic crisis.

**BACKGROUND:**

There is a gap between what it costs to live in Santa Fe and what people who work in Santa Fe are paid. The Living Wage Ordinance, adopted in 2002 with a limited scope and amended soon after in 2003, sought to address what was already a gap back then. In the last 23 years, the gap has grown wider, forcing more working Santa Feans to leave the city where they work and have roots and relocate to less expensive communities. There are numerous negative consequences—economic, social, and more—of allowing that long-standing trend to continue, not the least of which are the losses of diversity and community continuity in Santa Fe.

Median incomes in the city have risen 36% since 2016; rents have increased 74%, and home prices by 80% according to housing data from the Santa Fe Forward general plan assessment. According to the Santa Fe Impact Analysis, housing costs are the single largest cost burden for low-wage workers in Santa Fe. Over the past 25 years, Santa Fe Market Rent (FMR) levels have consistently trended upward faster than general inflation in the Western United States.

Housing production in Santa Fe decreased after the 2008 recession but has since rebounded. There has been a dramatic uptick in multifamily construction in recent years, with 407 to 840 units per year permitted since 2018, partially due to regulatory changes to the Santa Fe Homes Program which improved development feasibility and offered developers additional ways to meet the inclusionary zoning requirements.

Data compiled by the 2025 Santa Fe Forward report suggests that City policies on the housing supply side have had some impact on the cost of rental units in Santa Fe. The significant influx of new apartments in the past few years has slowed rent increases. For example, data show that early 2025 rents have risen only about half of a percent above rents from a year ago. More production, particularly of multi-family rental units, will continue to impact rental costs. The next step is to make an adjustment to the living wage.

Santa Fe's living wage increased to $15/hour on March 1, 2025. The New Mexico State minimum wage is $12/hour. The federal minimum wage has remained at $7.25/hour since 2009. However, the current impact of the $15/hour living wage is limited. Many employers are already paying more than the living wage for entry level workers and have been doing so for some time.

**ANALYSIS AND PROPOSAL SPECIFICS:**

-Raise the living wage to $17.50/hour January 1, 2027. Approving the adjustment in 2025, but delaying its implementation until 2027, allows employers time to prepare for the increase and navigate the current economic uncertainty.

- Continue to include income from tips in calculating the living wage as is currently provided in the Living Wage Ordinance, Section 28-1.5. Nonprofit organizations whose primary source of funds is from Medicaid remain exempted. The value of health care and/or childcare benefits continues to count in the calculation of wages paid to employees.

-Beginning January 1, 2028, following the 2027 implementation of the new $17.50/hour living wage, adjust the formula for calculating the annual increase. Rather than using the Western Region CPI in isolation, the new formula would also include the HUD Fair Market Rent for a two-bedroom unit in Santa Fe, averaging the annual increase (if there is an increase to both) of the two figures. The purpose of including the HUD Fair Market Rent is to acknowledge that housing plays a primary role in the high cost of living in Santa Fe. Combining the CPI with the Fair Market Rent more accurately addresses the fundamental challenge workers face in being able to live in Santa Fe. The Fair Market Rent figure is published by the U.S. Department of Housing and Urban Development and is Santa Fe-specific and publicly available.

-Cap any annual increase in the living wage at 5% and, as a floor, prohibit any decrease in the living wage, even if housing costs should dip dramatically in any given year. Historical data included in the scenario analysis, "What Should a Living Wage Look Like in Santa Fe: Five Potential Scenarios" (attached to this memo) suggest that living wage growth will fall within the 2-4% range of the 5% cap. The 5% cap would be triggered only in years with rare economic circumstances. Similarly, the floor would only apply in deep deflationary cycles.

CITY OF SANTA FE

Memorandum

**Projected Increases in Living Wage Based on Historical Western CPI and Housing Prices in Santa Fe**

| Year | 10th percentile (0.00%) | 50th percentile (2.6%) | 90th percentile (5.0%) |
|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 |
| 2026 | $15.00 | $15.00 | $15.00 |
| 2027 | $17.50 | $17.50 | $17.50 |
| 2028 | $17.50 | $17.96 | $18.38 |
| 2029 | $17.50 | $18.42 | $19.29 |
| 2030 | $17.50 | $18.90 | $20.26 |
| 2031 | $17.50 | $19.39 | $21.27 |
| 2032 | $17.50 | $19.90 | $22.33 |
| 2033 | $17.50 | $20.41 | $23.45 |
| 2034 | $17.50 | $20.94 | $24.62 |
| 2035 | $17.50 | $21.49 | $25.86 |

This chart indicates that the most likely scenario, based on historical CPI increases and housing growth, is that the proposed living wage will grow at a rate of 2.6% per year. If there is little or no inflation and little to no rent increases over the next ten years, the living wage will remain at $17.50/hour. If both inflation rates and rental costs rise significantly over the next decade, the annual living wage increase would be capped at 5% per year.

**Financial Impact on City of Santa Fe:**

Analysis of the most recent payroll shows 18 of roughly 1,350 City employees making slightly less than $17/hour. Although these employees receive a substantial benefits package, staff would recommend raising their base wages to the $17.50 per hour specified in this legislation at a cost of the $13,467.71 per year.

**ATTACHMENTS:**

Bill
Fiscal Impact Report
Memo Attachment – Santa Fe Scenario Analysis
Memo Attachment – Santa Fe Impact Report
Memo Attachment -- Proposal for Revising Current Living Wage Law

**Memo Submitting Living Wage Update Legislation**
**August 20, 2025**
**Study Session**

**To: City Council**

**From: Mayor Alan Webber**

**Re: Proposal for Revising Current Living Wage Law**

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Purpose and Summary

Santa Fe's future depends on many factors—none more important than the adoption of a strategy that helps guide the composition of the city: who lives here now and in the future. Much of the unique character of Santa Fe is a reflection of the makeup of our community. Santa Fe has always been a diverse place, with some families tracing their roots back for many generations and others proud to be new arrivals. The city depends on workers in a variety of jobs and industries whose labors make the economy go; it also has retirees who contribute their time as volunteers and their support to worthy causes. Keeping that blend of people—a population strategy for Santa Fe—will play a critical role in the city's future, its character, its distinctive culture, its quality of life, and its sense of place and livability.

A population strategy has many components, but none is more important than the combination of affordable housing and a living wage.

As this memo lays out, there is a gap between what it costs to live in Santa Fe and what people who work in Santa Fe are paid. The living wage ordinance, adopted in 2002 with a limited scope and amended soon after in 2003, displayed foresight and courage in addressing what was already seen as a gap back then. In the last 23 years, the gap has grown wider, forcing more working Santa Feans to leave the city where they work and have roots, and relocate to less expensive communities. There are numerous negative consequences—economic, social, and more—of allowing that long-standing trend to continue, not the least of which are the losses of diversity and community continuity in Santa Fe.

Data suggest that City policies on the supply side have had some impact on the cost of rental units in Santa Fe. More production, particularly of multi-family rental units, will continue to impact rental costs. The next step is to make an adjustment to the living wage.

This proposal increases it to $17.50/hour after a one-year period for prpparaion and observation. It maintains the existing provisions for exceptions. It creates a new blended formula for calculating any annual increase, using both the Consumer Price Index and Fair Market Rent data specific to Santa Fe, a reflection of the key role that housing costs play in what constitutes a living wage. It caps any increase at 5%, guarding against an excessive increase, and establishes a floor of 0% preventing the living wage from going down in the case of an economic crisis.

This two-pronged strategy represents another commitment of the City to address the needs of both employees and employers and puts the City on record as supporting a strategy that will keep Santa Fe, Santa Fe when it comes to the people who live and work in the city.

To recap:

Santa Fe's future as a diverse community where people can both work and live depends in large measure on two inter-related factors: the supply of housing units and the income level of the working people of Santa Fe. A strategy that focuses on the population composition of the city needs to address both factors.

The pipeline of housing construction in Santa Fe is currently experiencing a renewed level of activity. As a result, rental rates are finally experiencing a modest but significant improvement through the increased supply and diversity of housing options. More housing construction, additional funding for the Affordable Housing Trust Fund, and other supply side housing policies can continue this positive trend.

However, the gap between the cost of housing and the income levels of Santa Fe's workforce is still substantial. As a result, data show that long-time Santa Fe residents are forced to relocate to less expensive communities outside the city, and then commute to jobs in the city.

The second part of an effective strategy comes through an adjustment to the living wage, as recommended initially by the Food Depot in a white paper on childhood hunger. This proposal does the following things:

-If adopted, would go into effect one year after its adoption. This is to permit the Governing Body, as well as employers and employees, to take stock of the larger macro-economic environment, which currently is undergoing a great deal of uncertainty. A year from now there should be much more clarity as to the strength and direction of both the national economy and the local Santa Fe economy.

-Leaves in place the current provisions in the existing living wage ordinance concerning exemptions for tipped wages, and several special categories of employers.

-Makes a one-time change to the living wage to $17.50/hour.

-Adjusts the basis for the annual escalator so that the formula is a 50-50 calculation of the Western Region Consumer Price Index (for the previous year) and the HUD Fair Market Rent for a 2-bedroom unit in Santa Fe. The purpose is to tie the escalator more closely to the cost of housing, which is the most significant affordability factor for workers. The annual increase would be capped at no more than 5% per year and the floor would be 0% in the event of a depression or economic crisis.

## ***Background***

Initial Ordinance

In 2002, the City of Santa Fe enacted a Living wage ordinance. The ordinance as amended in 2003 applies to most full-time public, private, or non-profit employees within the city limits. The purpose of the legislation was to require employers to pay employees minimum wages adequate to meet the basic needs of living in Santa Fe. Santa Fe was widely recognized as the second city in the nation to adopt a living wage law.

At that time, the Governing Body recognized that many Santa Fe workers earned wages that were insufficient to support themselves and their families. The purpose of the living wage was tied to the public welfare, health, safety, and prosperity of Santa Fe; earned wages needed to be sufficient to ensure a decent and healthy life for workers and their families.

The findings included the fact that, in 2003, Santa Fe County was 23% below the national average in average earnings and that the cost of living was 18% higher than the national average. Furthermore, housing costs were much higher than in most parts of New Mexico, and low-income workers were required to spend a disproportionate percentage of their income sheltering themselves and their families.

The Governing Body further stated that a living wage would benefit employers and the economy by improving employee performance, reducing employee turnover, and lowering absenteeism on the job. As a result, productivity would improve, as would the quality of services provided by employees.

Beginning January 1, 2004, the minimum wage was set at $8.50 per hour. Then on January 1, 2006, it was increased to $9.50/hour. Beginning January 1, 2009, and each year thereafter, the minimum wage has been adjusted upward by an amount corresponding to the previous year's increase, if any, in the Consumer Price Index for the Western region for urban wage

earners and clerical workers. In 2003, it was estimated that for a worker in Santa Fe to afford an average rent, that worker would have needed to make $15.29 an hour.

Under the provisions of the living wage ordinance, tips earned by workers who typically earn more than $100/month in tips or commissions are counted toward the living wage standard. Nonprofit organizations whose primary source of funds is from Medicaid are exempted. The value of health care and/or childcare benefits is included in the calculation of wages paid to employees.

The City Manager or his/her designee is authorized to enforce the living wage law. Anyone found guilty of violating the law may be charged with a misdemeanor. The City and any individual aggrieved by such a violation may also bring a civil action to remedy the violation and, upon prevailing, be entitled to legal or equitable relief. The living wage ordinance includes prohibitions against retaliation and circumvention.

A study performed by Aaron Yelowitz, entitled "Santa Fe's Living wage Ordinance and the Labor Market" published by the Employment Policies Institute in September 2005 claimed that the Santa Fe living wage was responsible for a 9% increase in the unemployment rate of Santa Fe's least educated workers.

However, when the study was peer reviewed by Jeannette Wicks-Lim and Robert Pollin of the Political Economy Research Institute at the University of Massachusetts at Amherst, they found the Yelowitz study to be misleading and incomplete, based on a misuse of available data. When the peer reviewers re-ran the Yelowitz model using the same data, they found that the living wage ordinance did not produce any decline at all in job availability. On the other hand, the ordinance did increase the earned income of the average worker covered by the ordinance. Thus, the ordinance did improve the income of low-wage workers without sacrificing their employment opportunities.

## Where It Stands Today

Santa Fe's living wage increased to $15/hour on March 1, 2025. The New Mexico State minimum wage is $12/hour. The federal minimum wage has remained at $7.25/hour since 2009.

Although Santa Fe was one of the early leaders in setting a living wage ordinance, many cities have since surpassed it including Seattle, Denver, San Francisco, Los Angeles, San Jose, Washington. D. C., New York City, Chicago. and Boston. In these cities, the living wage ranges from $16/hour to more than $23/hour. Enforcement of the living wage ordinance in Santa Fe has not posed a problem to date.

In 2022, the Food Depot issued a report on food scarcity in Santa Fe. Specifically, the group had been charged with coming up with recommendations to make sure that no children in Santa Fe would go to bed hungry. Their report offered a number of recommendations, but the central proposal was that the City needed to increase the living wage.

Since that report was delivered, there have been several efforts, both formal and informal, to come up with a proposal that would respond to the Food Depot's focus on updating the living wage. Most recently, this spring and summer, Mayor Webber has held exploratory discussions with a number of groups, businesses, non-profits, and associations to discuss possible proposals to update the Santa Fe living wage. Meetings included representatives of the Chamber of Commerce, Chainbreakers Collective, AFSCME, the hospitality industry, the construction industry, Christus St. Vincent Hospital, and the Food Depot, among others. Several meetings were held with different representatives of the hospitality industry, which employs 17.6% of the workers in Santa Fe, and account for nearly 11,000 jobs. The purpose of these discussions was to discuss whether the living wage was achieving its initial goals, and, if not, how it could be adjusted to do a better job, without causing economic harm to the city's employers or its economy.

Several shared findings emerged from those discussions. First, most representatives agreed that the current impact of the $15/hour living wage is limited. Many employers are already paying more than the living wage for entry level workers and have been doing so for some time. For example, data from the hospitality industry in 2022 indicated that average wages for hotel reservations agents were $19/hour, lead cooks $18/hour, line cooks $16/hour, food/beverage supervisors $17/hour, employee cafeteria cooks $16/hour, laundry attendants $15.50/hour, and retail clerks $16.25/hour.

A second widely shared comment was that the overall U.S. economy is currently experiencing wide-spread uncertainty. While Santa Fe's economy is steady and strong, economic and trade policies coming out of Washington, D.C. have business leaders concerned that decision-making with regard to their companies is increasingly challenging. Until the macro-economic environment becomes clearer, it is difficult for them to make informed decisions about their business plans.

## Nexus Between Living Wages and Housing Costs

Housing costs are the single largest cost burden for low-wage workers in Santa Fe. Over the past 25 years, Santa Fe Market Rent (FMR) levels have consistently trended upward faster than general inflation in the Western United States. While efficiency units have seen the highest annual average increase at 4.7%, a two-bedroom unit (the most widely used

benchmark for housing affordability) has increased at an average of 3.4% per year. The average regional Consumer Price Index (CPI-W) has increased 2.7% annually since 2000.

This suggests that, on average, housing costs in Santa Fe have typically grown 0.7% faster than inflation. Between 2023 and 2024, two-bedroom rents surged by 22.9%, far outpacing the CPI-W increase of just 2.8%. Median incomes in the city have risen 36% since 2016; rents have increased 74%, and home prices by 80% according to housing data from the Santa Fe Forward general plan assessment.

While there are some outliers, such as 2012 and 2016, two years in which Santa Fe experienced rent declines, the data show that indexing the living wage solely to the CPI-W underestimates the actual cost pressures faced by renters in Santa Fe.

One of the consequences of high rental costs in Santa Fe is the displacement of workers to more affordable communities. Simply put, people who work in Santa Fe cannot afford to live in Santa Fe. More than one-third of those employed in Santa Fe live outside the county in more affordable areas, such as Rio Rancho and Espanola, and commute to Santa Fe. According to Zillow, the average rent in Santa Fe is approximately $2,114 per month for a two-bedroom apartment. The H.U.D. definition of being rent burdened is spending more than 30% of gross income on housing. By this definition, one-third of all households in Santa Fe are rent burdened, especially those working in the hospitality, education, and social service professions. Even households with two incomes cannot afford to buy the average single-family home in Santa Fe.

Using the 30% guideline, a worker in Santa Fe would need to earn on the order of $25-30/hour in full-time, year-round employment to afford these rents. An analysis by the National Low Income Housing Coalition found that the wages necessary to afford a modest rental are roughly $25.33/hour for a one-bedroom and $29.52/hour for a two-bedroom unit.

The gold standard for living wage calculations is the M.I.T. Living Wage Calculator. It indicates the hourly rate that an individual in a household must earn to support themselves and/or their family working full time or 2,080 hours per year. In Santa Fe, the M.I.T. living wage calculator calls for $24.42/hour for a family with no children, $43.67/hour for a family with one child, $56.30/hour for a family with two children, and $72.66/ hour for a family with 3 children.

## Housing Supply and Demand

Clearly, Santa Fe cannot realistically expect to close the gap between what entry-level wage earners make and what is needed for reasonable housing costs strictly through raising the living wage. That would pose an extreme hardship on businesses in Santa Fe that contribute

the most to the community and would lead to layoffs and unemployment. However, increasing the living wage and adding to the city's housing stock, when combined as a two-pronged strategy, can begin to narrow the gap between what people can afford and what the housing market has to offer. Supply and demand in the housing market does play a critical role in making it more possible for Santa Fe to retain its diverse population and make it affordable for those who work in Santa Fe to live in Santa Fe.

According to a 2025 study included in the Santa Fe Forward general plan assessment, the city is projected to need 3,270 new housing units by 2050 to meet expected population growth, including 1,309 rental units and 1,961 ownership units. This is approximately 133 units per year needed just to keep up with new housing demand. Most of this demand will occur before 2040; it does not take into account the current housing shortfall.

Santa Fe Forward finds that the majority of Santa Fe's lower and moderate-income households (those earning less than the median income of $70,000) are priced out of most home ownership opportunities in the city. There is also a deficit in rental units to serve the number of low-income households in Santa Fe; notably, as a result recent housing construction trends have favored rental apartments rather than single-family homes.

Housing production in Santa Fe decreased after the 2008 recession but has since rebounded. There has been a dramatic uptick in multifamily construction in recent years, with 407 to 840 units per year permitted since 2018, partially due to regulatory changes to the Santa Fe Homes Program which improved development feasibility and offered developers additional ways to meet the inclusionary zoning requirements.

The city is currently experiencing an increase in housing development. Tierra Contenta Phase 3 and the housing development called for in the Midtown Master Plan will account for several thousand new units in those two areas alone. In addition, there are several large multi-family projects of over 300 units currently under construction. Altogether, there are more than 2,500 multifamily units currently under construction and nearly 4,000 more multi-family units in the pipeline, as well as several hundred single family units.

The significant influx of new apartments in the past few years has slowed rent increases. For example, data show that early 2025 rents have risen only about ½% above rents from a year ago. At this pace, rent growth will likely remain limited for several years as new units are completed and occupied. This is a positive trend for rent affordability.

However, while it may indicate a slow-down in the rate at which rents increase, it does not reduce the still sizable gap between what people bring home in their paychecks, and how much they have to spend on housing. That fundamental problem awaits another positive measure, this time adjusting the living wage.

## New Housing Affordability

The supply of housing of all types has been and must be a part of any solution designed to help those who work in the city to live in the city. On the supply side, the City has implemented a variety of housing policies to increase the affordability of the new housing units for low-middle income workers. These include:

-The Governing Body proposed, and Santa Fe voters overwhelmingly approved a 3% excise tax on the sale of homes over $1 million, with the proceeds going into the City's Affordable Housing Trust Fund. That provision, which, according to some estimates could yield $7 million per year in new support for affordable housing, is currently being litigated in the New Mexico Courts of Appeals.

- Inclusionary zoning in the Santa Fe Homes program, requires housing developments of more 10 units to provide a percentage of affordable homes in exchange for density bonuses and fee reductions.

-The Governing Body has allocated $3 million per year for the Affordable Housing Trust Fund to provide support a variety of programs aimed at addressing the housing needs of low-income residents.

-Developers can benefit from a variety of incentives for building affordable units, including fee waivers in some cases. The city provides water rights to developers building affordable units, another valuable incentive.

-The City uses Community Development Block Grant (CDBG) funds to fund emergency homeless shelters and services, mortgage reduction loans and renovation and construction of homes for low-income residents.

-In addition, the Santa Fe Civic Housing Authority and Santa Fe County Housing Authority provide roughly 1,300 housing choice vouchers and 750 units of housing to low-income residents in the city.

## The Living Wage Ordinance Reform Proposal

Based on discussions with various stakeholders, staff analysis and research performed by economist Reilly S. White, Associate Dean of the Anderson School of Management at the University of New Mexico, Mayor Webber recommends the following changes to the current ordinance:

-Raise the living wage to $17.50/hour in early 2027. Approving the adjustment but delaying its implementation until 2027 allows employers time to prepare for the increase and navigate the current economic uncertainty.

-Continue to include income from tips in calculating the living wage as is currently provided in the Living Wage ordinance. Nonprofit organizations whose primary source of funds is from Medicaid remain exempted. The value of health care and/or childcare benefits continues to count in the calculation of wages paid to employees.

-Following the implementation of the new $17.50/hour living wage, adjust the formula for calculating the annual increase. Rather than using only the Western Region CPI, the new formula would also include the H.U.D Fair Market Rent for a 2-bedroom unit in Santa Fe, combining the two figures on a 50-50 basis. The purpose of adding in the H.U.D Fair Market Rent is to acknowledge the primary role that housing plays in the high cost of living in Santa Fe. Combining the CPI with the Fair Market Rent more accurately addresses the fundamental challenge workers face in being able to live in Santa Fe. The Fair Market Rent figure is published by the U.S. Department of Housing and Urban Development, and is Santa Fe specific and publicly available.

-Cap any annual increase in the living wage at 5% and prohibit any decrease in the living wage if housing costs should dip dramatically in any given year. Historical data suggest that living wage growth will fall within the 2-4% range. The 5% cap would be triggered only in rare years. Similarly, the floor would only apply in deep deflationary cycles.

| Year | 10th pct (0.00%) | 50th pct (2.6%) | 90th pct (5.0%) |
|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 |
| 2026 | $15.00 | $15.00 | $15.00 |
| 2027 | $17.50 | $17.50 | $17.50 |
| 2028 | $17.50 | $17.96 | $18.38 |
| 2029 | $17.50 | $18.42 | $19.29 |
| 2030 | $17.50 | $18.90 | $20.26 |
| 2031 | $17.50 | $19.39 | $21.27 |
| 2032 | $17.50 | $19.90 | $22.33 |
| 2033 | $17.50 | $20.41 | $23.45 |
| 2034 | $17.50 | $20.94 | $24.62 |
| 2035 | $17.50 | $21.49 | $25.86 |

This chart indicates that the most likely scenario based on historical CPI increases and housing growth is that the proposed living wage will grow at 2.6% per year. If there is little or no inflation and little to no rent increases over the next ten years, the living wage will remain at $17.50/hour. If both rise significantly over the next decade, the annual living wage increase is capped at 5% per year.

## Conclusion

Santa Fe's future depends on many factors—none more important than policies that guide who lives here now and in the future. Much of the unique character of Santa Fe derives from the composition of our community. Santa Fe has always been a diverse place, with some families tracing their roots back for many generations and others proud to be new arrivals. The city depends on workers in a variety of jobs and industries whose labor makes the economy go; it also has retirees who contribute their time as volunteers and their support to worthy causes.

Keeping that blend of people through increased housing opportunities and updated living wage—a key population strategy for Santa Fe—will play a critical role in the city's future, its character, its distinctive culture, its quality of life, and its sense of place and livability.

A population strategy has many components, but none is more important than the combination of affordable housing and a living wage.

As this memo lays out, there is a gap between what it costs to live in Santa Fe and what people who work in Santa Fe are paid. The living wage ordinance, adopted in 2002, displayed foresight and courage in addressing what was already seen as a gap back then. In the last 23 years, the gap has grown wider, forcing more working Santa Feans to leave the city where they work and have roots, and relocate to less expensive communities. There are numerous negative consequences—economic, social, and more—of allowing that long-standing trend to continue, not the least of which are the losses of diversity and community continuity in Santa Fe.

Data suggests that City policies on the supply side have had some impact on the cost of rental units in Santa Fe. More production, particularly of multi-family rental units, will continue to have meaningful impact on the reduction of rental costs. The next step is to make an adjustment to the living wage.

This proposal increases the living wage $17.50/hour after a one-year period for planning and observation. It maintains the existing provisions for exceptions. It creates a new blended formula for calculating any annual increase, using both the Consumer Price Index and Fair Market Rent data specific to Santa Fe, a reflection of the key role that housing costs play in what constitutes a living wage. It caps any increase at 5%, guarding against an untenable increase for employees, and establishes a floor of 0% preventing the living wage from going down in the case of an economic crisis.

This two-pronged strategy represents another commitment of the City to address the needs of both employees and employers and puts the City on record as supporting a strategy that will keep Santa Fe, Santa Fe when it comes to who lives and works our the city.

# What Should a Living Wage Look Like in Santa Fe?

## Five Potential Scenarios

FY 2025 - 2026

**Prepared by: Erebor, LLC**
**Dr. Reilly S. White**
**Francis Nichol**

# Executive Summary

Santa Fe policymakers are considering a set of options to raise and index the city's minimum wage to better reflect local cost-of-living pressures, particularly driven by rising housing costs. The city's socio-economic fabric is under severe strain as housing affordability lags far behind wages, creating the risk that working families who wish to make Santa Fe their long-term home will be priced out. If this trend continues, Santa Fe could see the gradual displacement of its core workforce, undermining the diversity and stability that define the community. This report evaluates five indexing scenarios to guide that decision, combining historical data modeling, policy mechanics, and practical implementation strategies. Each scenario explores a different approach to annual minimum wage adjustments—including inflation-only, housing-based, blended indices, and capped/floored models.

**Summary of Modeled Scenarios**

- Scenario A: *CPI-Only Escalator*
  Adjusts annually using Western Region CPI-W. Median wage projected to rise from $15.00 in 2025 to $18.89 by 2034. In high-inflation conditions (90th percentile), the wage reaches $21.81; in low-growth years, only $16.87. Offers stability but fails to address rent pressures.

- Scenario B: *Housing-Only Escalator*
  Pegs wage growth to HUD two-bedroom FMR. Highly volatile. Median projection: $18.90 by 2034, but in a high-rent trajectory, it could reach $38.37—more than double Scenario A. In low-growth years, it drops to $12.97. Strong housing link, but risky without caps.

- Scenario C: *Blended Index (CPI-W + Rent)*
  Equal weighting of CPI and FMR. Aims to reflect general inflation *and* local rent dynamics. Median 2034 projection: $18.89, with a plausible range of $14.80–$28.82 depending on percentile. Balanced but introduces complexity and potential for volatility.

- Scenario D: *Blended Index + $17.50 Floor + 5% Cap*
  Same blended index as Scenario C, but with a starting floor and annual growth ceiling. Median outcome: $20.94 by 2034; upper bound capped at $24.62, even in extreme inflationary environments. Offers stability, fairness, and predictability for workers and employers alike.

- Scenario E: *Phased Path to $17.50, Then Blended Index*
  Raises wage to $17.50 by 2028, then indexes using the blended method. Median projection: $20.42 by 2034. High-end scenario yields $32.72; lower bound remains at $17.50. Provides a gradual on-ramp and long-term responsiveness, but lacks a cap or floor.

**Interpretation & Tradeoffs**

Wage indexing is a strategic shift—from political discretion to predictable, formula-based adjustments. It enhances transparency and reduces administrative burden. Yet the choice of index (CPI, housing, or both) and the use of guardrails (floors/caps) have profound consequences.

- **Scenario A** is the most stable, but least responsive to local housing cost surges.
- **Scenario B** aligns wages with affordability, but may whipsaw employers year to year.
- **Scenario C** moderates that volatility, blending housing pressure and general inflation.
- **Scenario D** refines Scenario C by anchoring expectations through bounds—widely used in other jurisdictions.
- **Scenario E** offers a smooth transition path to reform, delaying indexing until wages reach $17.50, then allowing future flexibility.

Most years, historical data suggests that growth will fall within the 2%–4% range. However, the 5% cap in Scenario D would only be triggered in rare years—and likewise, the $17.50 floor would only bind in deep deflationary cycles.

**Structural Reality: Indexing Alone Won't Solve Housing**

While indexing the minimum wage offers a fairer path to wage growth and cost-of-living alignment, it does not address the root cause of Santa Fe's affordability crisis: inadequate housing supply. Over the past decade, demand has outpaced construction due to restrictive zoning, labor and material costs, underbuilt infill areas, and lengthy permitting timelines that reflects a small part of a broader, national issue. The result is rising rents, pushing working families to the margins.

Minimum wage reform, even at its most progressive, addresses symptoms—not causes—of this broader economic dysfunction. A durable affordability strategy must pair income indexing with structural housing reforms that increase production of all kinds of housing.

In conclusion, an indexed minimum wage (particularly one blending inflation and rent data) can enhance stability, support workers, and offer employers predictability. But for lasting change, it must be one part of a broader economic toolkit.

# Introduction to Methodologies

**'I contend that the controversies over the economics of minimum wages stem from an assumption that when studying labor markets, output prices and nonwage aspects of jobs can be taken as fixed.' – Jeffery Clemens PhD**

Public debates on the minimum wage often center on whether raising it will reduce employment. However, focusing solely on short-term job losses oversimplifies how employers adapt to higher labor costs. The reality is more nuanced.

Research increasingly shows that rather than immediately cutting jobs, employers respond in multiple ways—by increasing performance expectations, expanding job duties, reducing hours, limiting flexibility, or shifting hiring toward older, more experienced workers (Clemens, p59). In one study of a $2 increase in Seattle's minimum wage, total hours worked in low-wage jobs declined by 6–7%, even though the number of jobs remained relatively stable (Jardim et al. p2). Another study found that 90% of fast-food managers raised performance standards after a wage hike (Hamdi, Sovich, p1). Furthermore, reductions in employer-provided health insurance have been shown to offset at least 10% of wage gains in low-income jobs (Davis, p1). These changes reflect a more complex adjustment process that goes beyond headcount—affecting the nature of work itself, how workers are managed, and who gets hired.

At the national level, benefit reductions offset at least 10% of wage gains for low-income workers between 2011–2016 (Bossler, Shank, p121). Minimum wage impacts play out slowly: businesses often don't fire, but reduce hiring. Many that end up adopting some form of operational changes—like automation, kiosk systems, or tighter scheduling—take years to fully implement. However, wage compression (e.g., pay differences between new hires and experienced veterans) can reduce morale if not addressed.

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**What This Means for Santa Fe's Policy Design**

For Santa Fe, the economic effects of a higher minimum wage—especially an increase to $17.50 per hour—are unlikely to result in widespread job loss in the short term, particularly if introduced alongside clear indexing rules. However, the city should anticipate gradual adjustments in how businesses operate and who they hire. Small employers, especially in hospitality or retail, may respond by seeking more productive workers, compressing roles, reducing employee hours, or limiting non-wage benefits. Over time, these shifts may disproportionately affect younger workers, those

without formal credentials, or individuals with limited work experience. Policymakers can mitigate these risks by ensuring predictability—through an indexed formula with a wage floor and annual cap—and by offering complementary support for businesses, such as workforce training incentives or implementation guidance. Recognizing that wage increases often reshape labor markets gradually, not immediately, helps align economic justice goals with long-term business resilience.

**Indexing the Living Wage: Blending CPI and Housing Costs**

To ensure that the minimum wage keeps pace with the real cost of living in Santa Fe, policymakers are increasingly turning to indexed wage adjustments. Rather than rely on periodic legislative changes, an indexed wage automatically adjusts each year based on a published economic indicator. This approach provides predictability for businesses and stability for workers, while reducing administrative burden on city staff and elected officials.

Two of the most common indexing methods are:

- **Consumer Price Index (CPI):** Specifically, the Western Region CPI-W (for Urban Wage Earners and Clerical Workers) reported by the U.S. Bureau of Labor Statistics. This index reflects inflation in goods and services such as food, transportation, and medical care across 13 Western states. From 2018 to 2024, CPI-W for the region has averaged approximately 3.2% annually https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

- **Housing Cost Indices:** The most relevant for Santa Fe is HUD's Fair Market Rent (FMR) for a one-bedroom apartment in Santa Fe County. This is used to determine housing vouchers and reflects market rental costs for modest housing. In FY2026, HUD set the FMR for a 2-bedroom unit at $1,685/month—up 3.6% from the previous year [HUD FMR Data].

Given that housing is the single largest cost burden for low-wage workers in Santa Fe, and has outpaced general inflation for years, several of the following scenarios incorporate a blended index. A blended approach typically combines CPI-W with a housing index (e.g., 50/50), offering a more complete measure of economic strain. To maintain transparency, the city could anchor this formula in published federal data and update it each January, mirroring practices in other jurisdictions.
In this report, five illustrative indexing scenarios are modeled, including CPI-only, housing-only, and blended escalators—with additional options that apply caps, floors, and phasing to reflect real-world policy needs.

| Year | HUD Fair Market Rent | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Efficiency | % Change | One-Bedroom | % Change | Two-Bedroom | % Change | Three-Bedroom | % Change | Four-Bedroom | % Change |
| 2025 | $ 1,235 | 5.5% | $ 1,368 | 3.9% | $ 1,627 | 6.0% | $ 2,057 | 4.9% | $ 2,157 | 5.5% |
| 2024 | $ 1,171 | 23.0% | $ 1,317 | 21.2% | $ 1,535 | 22.9% | $ 1,960 | 22.7% | $ 2,044 | 15.2% |
| 2023 | $ 952 | 13.1% | $ 1,087 | 11.5% | $ 1,249 | 12.2% | $ 1,597 | 12.5% | $ 1,775 | 2.7% |
| 2022 | $ 842 | 4.7% | $ 975 | 3.7% | $ 1,113 | 3.9% | $ 1,419 | 4.1% | $ 1,729 | 10.1% |
| 2021 | $ 804 | 0.2% | $ 940 | 1.3% | $ 1,071 | 1.3% | $ 1,363 | -0.9% | $ 1,571 | 2.4% |
| 2020 | $ 802 | -2.0% | $ 928 | 0.0% | $ 1,057 | -1.1% | $ 1,376 | -2.1% | $ 1,534 | -1.1% |
| 201G | $ 818 | 5.7% | $ 928 | 8.7% | $ 1,069 | 6.3% | $ 1,406 | 5.4% | $ 1,551 | 7.0% |
| 2018 | $ 774 | -4.0% | $ 854 | -2.7% | $ 1,006 | -4.0% | $ 1,334 | -4.2% | $ 1,449 | -1.9% |
| 2017 | $ 806 | 11.5% | $ 878 | 12.3% | $ 1,048 | 11.1% | $ 1,392 | 11.2% | $ 1,477 | 12.4% |
| 2016 | $ 723 | -2.2% | $ 782 | -2.7% | $ 943 | -1.0% | $ 1,252 | -2.0% | $ 1,314 | -3.8% |
| 2015 | $ 739 | -0.4% | $ 804 | -0.4% | $ 953 | -0.4% | $ 1,278 | -0.4% | $ 1,366 | -0.4% |
| 2014 | $ 742 | -1.9% | $ 807 | -1.9% | $ 957 | -1.9% | $ 1,283 | -1.9% | $ 1,372 | -1.9% |
| 2013 | $ 756 | 29.7% | $ 823 | 13.8% | $ 976 | 10.9% | $ 1,308 | 13.5% | $ 1,399 | 1.6% |
| 2012 | $ 583 | -9.8% | $ 723 | -9.7% | $ 880 | -9.7% | $ 1,152 | -9.6% | $ 1,377 | -9.6% |
| 2011 | $ 646 | 0.8% | $ 801 | 0.8% | $ 974 | 0.7% | $ 1,275 | 0.7% | $ 1,524 | 0.7% |
| 2010 | $ 641 | 4.2% | $ 795 | 4.2% | $ 967 | 4.2% | $ 1,266 | 4.2% | $ 1,513 | 4.2% |
| 200G | $ 615 | 4.9% | $ 763 | 5.0% | $ 928 | 5.0% | $ 1,215 | 5.0% | $ 1,452 | 5.0% |
| 2008 | $ 586 | 1.4% | $ 727 | 1.4% | $ 884 | 1.4% | $ 1,157 | 1.4% | $ 1,383 | 1.3% |
| 2007 | $ 578 | 3.4% | $ 717 | 3.5% | $ 872 | 3.4% | $ 1,141 | 3.4% | $ 1,365 | 3.5% |
| 2006 | $ 559 | 4.7% | $ 693 | 4.8% | $ 843 | 3.1% | $ 1,103 | 6.3% | $ 1,319 | 21.0% |
| 2005 | $ 534 | 16.8% | $ 661 | 2.3% | $ 818 | 2.5% | $ 1,038 | -3.2% | $ 1,090 | -10.2% |
| 2004 | $ 457 | 0.4% | $ 646 | 0.3% | $ 798 | 0.4% | $ 1,072 | 0.4% | $ 1,214 | 0.3% |
| 2003 | $ 455 | 2.7% | $ 644 | 2.5% | $ 795 | 2.6% | $ 1,068 | 2.6% | $ 1,210 | 2.7% |
| 2002 | $ 443 | 3.5% | $ 628 | 3.5% | $ 775 | 3.5% | $ 1,041 | 3.5% | $ 1,178 | 3.4% |
| 2001 | $ 428 | 1.2% | $ 607 | 1.2% | $ 749 | 1.1% | $ 1,006 | 1.1% | $ 1,139 | 1.2% |
| 2000 | $ 423 | | $ 600 | | $ 741 | | $ 995 | | $ 1,126 | |
| Average Increase | | 4.7% | | 3.5% | | 3.4% | | 3.1% | | 2.8% |
| Median Increase | | 3.4% | | 2.5% | | 2.6% | | 2.6% | | 2.4% |

Over the past 25 years, Santa Fe's Fair Market Rent (FMR) levels have consistently trended upward, often rising faster than general inflation in the Western United States. While efficiency units have seen the highest average annual increase at 4.7%, the two-bedroom unit—the most commonly used benchmark for housing affordability—has increased at an average rate of 3.4% per year, compared to a 2.7% average annual increase in the regional Consumer Price Index (CPI-W). This suggests that housing costs in Santa Fe have typically grown 0.7 percentage points faster than inflation, on average. In recent years, the disparity has widened. Between 2023 and 2024, two-bedroom rents surged by 22.9%, far outpacing the CPI-W increase of just 2.8%. The volatility is striking: some years, such as 2012 and 2016, experienced modest rent declines, but these are exceptions in a long-term trend of rising costs. However, when using the median annual increase (50th percentile) rather than the average, rents for two-bedroom units rose by 2.6 percent, nearly identical to the median CPI-W inflation rate of 2.6 percent.

These data points reinforce a critical insight: indexing the minimum wage solely to CPI-W will likely underestimate the actual cost pressures faced by renters in Santa Fe, particularly in the housing market. While efficiency and one-bedroom units show even higher rates of increase, using the two-bedroom rent growth as a standard offers a conservative yet representative benchmark for policy

modeling. The historical record supports the consideration of a blended or housing-weighted escalator, rather than relying on CPI alone. Below, we include a table that compares the HUD Fair Market Rent with the CPI in the Western Region:

| Year | HUD Fair Market Rent Two-Bedroom | % Change | CPI (Western Region) Index | % Change |
|---|---|---|---|---|
| 2025 | $ 1,627 | 6.0% | | |
| 2024 | $ 1,535 | 22.9% | 332.9 | 2.8% |
| 2023 | $ 1,249 | 12.2% | 323.8 | 4.3% |
| 2022 | $ 1,113 | 3.9% | 310.5 | 8.0% |
| 2021 | $ 1,071 | 1.3% | 287.5 | 4.5% |
| 2020 | $ 1,057 | -1.1% | 275.1 | 1.7% |
| 201G | $ 1,069 | 6.3% | 270.4 | 2.7% |
| 2018 | $ 1,006 | -4.0% | 263.3 | 3.3% |
| 2017 | $ 1,048 | 11.1% | 254.7 | 2.8% |
| 2016 | $ 943 | -1.0% | 247.7 | 1.9% |
| 2015 | $ 953 | -0.4% | 243.0 | 1.6% |
| 2014 | $ 957 | -1.9% | 239.1 | 1.3% |
| 2013 | $ 976 | 10.9% | 236.1 | 1.8% |
| 2012 | $ 880 | -9.7% | 232.0 | 1.7% |
| 2011 | $ 974 | 0.7% | 228.1 | 2.7% |
| 2010 | $ 967 | 4.2% | 222.1 | 1.3% |
| 200G | $ 928 | 5.0% | 219.3 | 2.2% |
| 2008 | $ 884 | 1.4% | 214.7 | 0.0% |
| 2007 | $ 872 | 3.4% | 214.7 | 4.1% |
| 2006 | $ 843 | 3.1% | 206.2 | 3.1% |
| 2005 | $ 818 | 2.5% | 200.0 | 3.0% |
| 2004 | $ 798 | 0.4% | 194.2 | 3.1% |
| 2003 | $ 795 | 2.6% | 188.3 | 1.5% |
| 2002 | $ 775 | 3.5% | 185.5 | 2.1% |
| 2001 | $ 749 | 1.1% | 181.6 | 2.5% |
| 2000 | $ 741 | | 177.1 | |

Over the past 25 years, Santa Fe's two-bedroom Fair Market Rent (FMR) has shown a consistent upward trend, but with far more volatility than broader measures of inflation like the Consumer Price Index for the Western Region (CPI-W). While both metrics show a median annual increase of 2.6%, the average increase in FMR—at 3.4%—outpaces the CPI-W average of 2.7%, suggesting housing costs have generally risen faster than overall prices. What's more important, however, is the range: two-bedroom rents have fluctuated between a low of –9.7% (2012) and a high of +22.9% (2024), a span of more than 32 percentage points. CPI-W, in contrast, has moved within a much narrower band, from 0.0% to 8.0%.

This volatility in rents, especially in recent years, underscores the mismatch between using a CPI-only escalator and the lived experience of renters in Santa Fe. The steep increases post-pandemic—22.9% in 2024 and 12.2% in 2023—illustrate how quickly housing costs can shift in response to market pressure, even as CPI-W remains relatively stable. If the goal of indexing the minimum wage is to preserve purchasing power, particularly in housing, then anchoring solely to CPI-W likely understates the burden on renters. A blended or housing-weighted index may provide a more accurate and more equitable long-term policy.

## Scenario A: CPI-Only Escalator

Under Scenario A, the City of Santa Fe would annually adjust the minimum wage based solely on the Western Region Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), as published by the U.S. Bureau of Labor Statistics. This index is a well-established national measure of inflation, frequently used in federal benefit programs such as Social Security. In this model, each July, the city would apply the percentage change in the previous calendar year's CPI-W to set the new minimum wage. For example, if the CPI-W increased by 2.6% in 2025, the 2026 minimum wage would be raised accordingly.

**How It Works:**

- **Adjustment Basis**: Annual change in CPI-W (Western Region), typically around 2–3% per year.
- **Implementation Timeline**: Data from the previous calendar year would inform wage changes effective each **July 1**.
- **Administrative Lead**: The City's Economic Development Department or a designated office would:
    - Pull CPI-W data (already published by BLS).
    - Calculate the new rate using a simple formula.
    - Issue public notice by May or June to allow employer planning.

Based on historical CPI-W data for the Western Region from 2000 to 2025, annual changes have averaged 2.7% with a median of 2.6%. Percentile-based modeling suggests a potential range of minimum wages over the next decade, starting from $15.00 in 2025 and reaching approximately $18.89 by 2034 at the median growth rate. In high inflation years (90th percentile), this could climb as high as $21.81, while in lower growth periods (10th percentile), the wage might only reach $16.87. This provides policymakers with a stable growth trajectory, minimizing the risk of large year-over-year spikes that could destabilize small business operations.

| Year | 10th pct (1.3%) | 25th pct (1.7%) | 50th pct (2.6%) | 75th pct (3.1%) | 90th pct (4.2%) |
|---|---|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| 2026 | $15.20 | $15.26 | $15.39 | $15.47 | $15.63 |
| 2027 | $15.40 | $15.52 | $15.79 | $15.95 | $16.29 |
| 2028 | $15.61 | $15.78 | $16.20 | $16.45 | $17.00 |
| 2029 | $15.81 | $16.05 | $16.62 | $16.96 | $17.75 |
| 2030 | $16.02 | $16.32 | $17.06 | $17.49 | $18.50 |
| 2031 | $16.23 | $16.60 | $17.50 | $18.03 | $19.28 |
| 2032 | $16.44 | $16.88 | $17.96 | $18.58 | $20.09 |
| 2033 | $16.65 | $17.17 | $18.42 | $19.15 | $20.93 |
| 2034 | $16.87 | $17.46 | $18.89 | $19.73 | $21.81 |

**Pros:**

- **Simplicity & Transparency**: Easy to understand and administer; no new data collection needed.
- **Predictability for Employers**: Allows for budget forecasting and minimizes wage shocks.
- **Alignment with Federal Practices**: Matches the escalation method used in Social Security and federal benefits.

**Cons:**

- **Housing Mismatch**: CPI does **not directly reflect local housing costs**, which are rising faster than inflation in Santa Fe.
    - Example: In 2024, CPI increased by **2.8%**, while **two-bedroom rents rose 22.9%**.
- **Wage Lag Risk**: Could leave minimum wage workers behind in high-cost years, particularly renters.

While this model provides operational ease and fiscal restraint, it may fall short in addressing affordability in Santa Fe's housing-constrained market. If adopted, it should include a periodic review clause or be paired with other wage or housing interventions to ensure real earnings keep pace with local conditions.

In sum, a CPI-only escalator provides Santa Fe with a clear, low-cost mechanism for updating the minimum wage in line with national inflation. Its predictability benefits both workers and businesses, offering year-ahead wage expectations and avoiding economic shocks. Yet, its simplicity also represents its greatest limitation: it assumes that general price inflation is a sufficient proxy for local affordability, particularly housing. Policymakers adopting this approach may wish to revisit its adequacy regularly—or consider hybrid models that blend CPI with housing-based indicators to better reflect Santa Fe's cost dynamics.

## Scenario B: CPI-Only Escalator

Under Scenario B, the City of Santa Fe would adjust its minimum wage annually based on changes in the Fair Market Rent (FMR) for two-bedroom apartments, as reported by the U.S. Department of Housing and Urban Development (HUD). FMR is a robust measure of housing costs used to determine federal rental assistance levels, and is particularly relevant in high-cost markets like Santa Fe, where rent constitutes a significant share of household expenses for low-wage workers. This model directly links wage increases to housing affordability, responding to one of the most pressing economic challenges in the city.

Each July, the city would apply the percentage change in the most recently published two-bedroom FMR to update the minimum wage. For example, if FMR increased by 3.4% in the prior year, the minimum wage would increase by that same amount.

**How It Works:**

- **Adjustment Basis**: Annual change in HUD two-bedroom Fair Market Rent (Santa Fe County), with a historical median of 2.6% and average of 3.4%.
- **Implementation Timeline**: HUD releases FMR data early each year; new wage would take effect July 1.
- **Administrative Lead**: The City's Economic Development Department or designee would:
    - Retrieve HUD FMR data (publicly available).
    - Calculate the percentage change from the prior year.
    - Announce new wage by May or June to allow business planning.

Based on historical HUD FMR data from 2000 to 2025, the annual increase has varied substantially, ranging from –9.7% to +22.9%, with significant volatility in the past decade. Modeling percentile-based forecasts yields the following wage trajectories over the next decade, beginning at $15.00 in 2025:

| Year | 10th pct (-1.6%) | 25th pct (0.4%) | 50th pct (2.6%) | 75th pct (5.0%) | 90th pct (11.0%) |
|---|---|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| 2026 | $14.76 | $15.06 | $15.39 | $15.75 | $16.65 |
| 2027 | $14.52 | $15.12 | $15.79 | $16.54 | $18.48 |
| 2028 | $14.29 | $15.18 | $16.20 | $17.36 | $20.51 |
| 2029 | $14.06 | $15.24 | $16.62 | $18.23 | $22.77 |
| 2030 | $13.84 | $15.30 | $17.05 | $19.14 | $25.28 |
| 2031 | $13.62 | $15.36 | $17.50 | $20.10 | $28.06 |
| 2032 | $13.40 | $15.43 | $17.95 | $21.11 | $31.14 |
| 2033 | $13.18 | $15.49 | $18.42 | $22.16 | $34.57 |
| 2034 | $12.97 | $15.55 | $18.90 | $23.27 | $38.37 |

**Pros:**

- **Affordability Linkage**: Reflects actual local cost of living, especially rent burdens that impact low-income households most directly.
- **Data Integrity**: HUD data is credible, publicly available, and widely used in housing policy.
- **Social Equity**: Ensures minimum wage earners are not left behind in Santa Fe's rent-driven economy.

**Cons:**

- **Volatility Risk**: FMR data shows wide fluctuations year-to-year, which could make planning difficult for employers.
    - E.g., 22.9% increase in 2024; –9.7% in 2012.
- **Lagged Timing**: FMR reflects past-year rents, potentially causing misalignment with current conditions.
- **Downward Adjustments**: Negative rent growth years could technically reduce the minimum wage unless a floor is legislated.

A housing-based escalator aligns wage growth with Santa Fe's dominant affordability issue: housing. It offers a progressive mechanism to ensure that the minimum wage keeps up with living costs faced by renters, particularly low-income families. However, this model introduces volatility—wages may rise steeply in some years and stagnate or even drop in others. For long-term implementation, the City should consider adding guardrails, such as minimum and maximum adjustment caps (e.g., no more than 8%, no less than 1% per year), or multi-year averaging to stabilize swings.

In high-growth scenarios, this model could result in a minimum wage exceeding $38.00 by 2034—hugely disruptive to small businesses. Yet in low-rent-growth scenarios, wages could stagnate or fall. For this reason, many jurisdictions using FMR linkages incorporate hybrid models or smoothing mechanisms. In Santa Fe, where housing affordability remains the defining challenge for working families, a housing-based escalator deserves serious consideration—ideally with policy flexibility built in.

## Scenario C: Blended Index

Under Scenario C, the City of Santa Fe would annually adjust the minimum wage using a blended index that reflects both general inflation and local housing costs. Specifically, the minimum wage would rise each year based on an equal-weighted average of (1) the annual percent change in the Western Region Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) and (2) the percent change in Santa Fe's HUD Fair Market Rent (FMR) for a two-bedroom unit. This approach attempts to capture both the broad cost of living and the acute pressure of housing affordability, which is a major concern for Santa Fe residents.

**How It Works:**

- **Adjustment Basis**: 50% annual change in CPI-W (Western Region) + 50% annual change in Santa Fe FMR (2-bedroom unit).
- **Implementation Timeline**: Changes take effect each July 1, based on finalized data from the previous calendar year.
- **Administrative Lead**:
    - The City's Economic Development Department (or designated body) would:
        - Collect CPI-W data from the U.S. Bureau of Labor Statistics.
        - Pull HUD Fair Market Rent data from the U.S. Department of Housing and Urban Development.
        - Average the percentage increases of both indices.
        - Apply the result to the current wage and publish the new rate by May or June.

Historical data suggests a wide range of possible outcomes for a blended CPI-rent index. Annual increases have ranged from slight declines (10th percentile: -0.15%) to sharp spikes (90th percentile: 7.6%). The median growth rate is 2.6%, with moderate scenarios (25th–75th percentiles) between 1.05% and 4.05%, reflecting typical inflation and rent trends. Based on these, a minimum wage starting at $15.00 in 2025 could evolve over the next ten years as shown:

| Year | 10th pct (-0.14%) | 25th pct (1.06%) | 50th pct (2.6%) | 75th pct (4.04%) | 90th pct (7.6%) |
|---|---|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| 2026 | $14.98 | $15.16 | $15.39 | $15.61 | $16.14 |
| 2027 | $14.96 | $15.32 | $15.79 | $16.24 | $17.37 |
| 2028 | $14.93 | $15.48 | $16.20 | $16.90 | $18.69 |
| 2029 | $14.91 | $15.64 | $16.62 | $17.58 | $20.11 |
| 2030 | $14.89 | $15.80 | $17.06 | $18.29 | $21.63 |
| 2031 | $14.86 | $15.97 | $17.50 | $19.02 | $23.26 |
| 2032 | $14.84 | $16.13 | $17.96 | $19.78 | $25.00 |
| 2033 | $14.82 | $16.30 | $18.42 | $20.57 | $26.85 |
| 2034 | $14.80 | $16.47 | $18.89 | $21.38 | $28.82 |

**Pros:**

- **More Accurate Reflection of Costs**: Better aligns with local economic realities by including housing costs—Santa Fe's largest cost driver.
- **Balanced Approach**: Mitigates CPI-only lag without fully tying wages to volatile rent increases.
- **Data Availability**: Both CPI-W and FMR data are updated annually by federal agencies.

**Cons:**

- **Complexity**: Requires multiple datasets and more detailed annual calculations.
- **Volatility Risk**: If FMR rises sharply in a single year, the combined index may still jump noticeably.
- **Uncertain Long-Term Behavior**: If either CPI or FMR shifts structurally (e.g., post-pandemic rent surges), future wages may deviate from expectations.

This model provides a more grounded wage adjustment for Santa Fe, especially for renters, who are disproportionately affected by housing cost spikes. Yet it also introduces complexity in explanation and forecasting. To address this:

- Pair the blended escalator with a guardrail policy—capping annual changes (e.g., no more than 8% per year) or implementing smoothing mechanisms (e.g., three-year moving averages).
- Monitor for wage compression or displacement, especially in businesses with tight margins

## Scenario D: Blended with a New Wage Floor ($17.50) and Cap (5%)

Scenario D builds upon the blended index model by incorporating two additional guardrails: a wage floor of $17.50/hour beginning in 2026, which sets the **proposed higher** minimum wage as a starting point, and an annual escalation cap of 5.0%, which limits sharp increases in any given year. This model uses a hybrid of the Western Region CPI-W and HUD two-bedroom Fair Market Rent increases to calculate wage adjustments, reflecting both inflation and local housing pressures. However, it prevents wage drops during deflationary years and avoids economic shocks in volatile inflationary periods.

**How It Works:**

- **Adjustment Basis:** Same blended index as Scenario C (average of CPI-W and Santa Fe HUD rent growth).
- **Wage Floor:** Starting in 2026, cannot fall below $17.50/hour regardless of inflation or rent changes.
- **Annual Cap:** Increases cannot exceed 5% annually, even in high-cost years.
- **Implementation Timeline:** Annual adjustment effective July 1, using prior year's blended data.
- **Administrative Lead:** City Economic Development Department (or designated office) would:
    - Calculate blended average of CPI-W and HUD rent change.
    - Apply the floor and cap constraints.
    - Announce wage changes by May or June annually.

Under Scenario D, the range of potential wage outcomes from 2025 to 2034 is broad yet carefully managed due to the application of both a floor and a cap. At the lower bound, the 10th percentile—assuming 0.00% blended annual growth—the minimum wage remains unchanged at $17.50 for the entire decade, offering stability during low-inflation or deflationary periods. At the median (50th percentile), where annual blended growth averages 2.6%, wages steadily climb to $22.05 by 2034, aligning with typical historical trends. At the high end, even with compounded 5.0% increases capped each year (90th percentile scenario), wages could reach as high as $24.62 by 2034 in a highly unlikely scenario. This demonstrates the model's ability to respond dynamically to elevated cost pressures while still maintaining a ceiling to avoid sudden burdens on employers. The floor-and-cap design ensures wage progression occurs within a predictable and policy-sensitive range.

| Year | 10th pct 0.00% | 25th pct 1.06% | 50th pct 2.60% | 75th pct 4.04% | 90th pct 5.00% |
|---|---|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| 2026 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| 2027 | $17.50 | $17.50 | $17.50 | $17.50 | $17.50 |
| 2028 | $17.50 | $17.53 | $17.96 | $18.21 | $18.38 |
| 2029 | $17.50 | $17.56 | $18.42 | $18.94 | $19.29 |
| 2030 | $17.50 | $17.58 | $18.90 | $19.71 | $20.26 |
| 2031 | $17.50 | $17.61 | $19.39 | $20.50 | $21.27 |
| 2032 | $17.50 | $17.64 | $19.90 | $21.33 | $22.33 |
| 2033 | $17.50 | $17.67 | $20.41 | $22.19 | $23.45 |
| 2034 | $17.50 | $17.70 | $20.94 | $23.09 | $24.62 |

**Pros:**

- **Affordability Assurance:** Protects workers from wage stagnation with a meaningful floor.
- **Volatility Protection:** Prevents 'economic whiplash' for small businesses during high inflation spikes.
- **Balance of Responsiveness and Restraint:** Reflects both housing and inflation pressures while offering fiscal predictability.

**Cons:**

- **Complexity:** More steps involved in the calculation and communication of annual wage changes.
- **Hard Cap Limitations:** In rare high-cost years, the 5% ceiling could under-adjust relative to real costs.
- **Administrative Attention Needed:** Requires diligence in calculating and publishing blended figures with guardrails annually.

In sum, Scenario D offers a thoughtful compromise between economic responsiveness and policy stability—especially relevant given Santa Fe's proposed $17.50 minimum wage floor. While this floor would likely only be triggered in rare periods of economic stagnation, it ensures that wage erosion does not occur in deflationary years. Similarly, the 5% annual cap acts as a safeguard against extreme year-over-year spikes that could destabilize small businesses—though hitting this upper limit would also be infrequent based on historical data. Most years are expected to fall well within these bounds, allowing for measured, predictable increases that reflect both inflation and housing trends. This model balances worker protections with employer planning needs, offering a durable framework for wage setting through economic uncertainty.

## Scenario E: Phased increase to $17.50 by Jan 2027, then indexed

Scenario E proposes a two-step policy: first, a fixed schedule of annual increases raises Santa Fe's minimum wage from $15.00 to $17.50 by January 1, 2027. After this transition period, the wage would be adjusted annually based on a blended index incorporating both CPI-W (Western Region) and local housing cost changes (e.g., HUD Fair Market Rent). This model offers a compromise between immediate cost-of-living adjustments and smoother long-term planning.

**Step 1: Phased Increase**

- January 1, 2026: $16.00
- January 1, 2027: $16.75
- January 1, 2028: $17.50

**Step 2: Blended Index-Based Adjustments (Post-2028)**

- Beginning **January 1, 2029**, annual increases are tied to the average growth rate of:
  - The CPI-W (Western Region), and
  - Santa Fe HUD Fair Market Rent for a two-bedroom unit.
- Data from the prior calendar year is used.
- Adjustments are announced by June each year to take effect the following January.

To operationalize this approach, Santa Fe would commit to a clear, stepwise increase in the minimum wage beginning in 2025. Under this scenario, the wage would rise from $15.00 to $16.00 in 2026, reach $16.75 in 2027, and achieve the $17.50 target by 2028. Thereafter, annual adjustments would follow the blended index framework—factoring in both inflation (CPI-W) and local housing costs. This dual mechanism provides both predictability and responsiveness, allowing the wage to evolve with economic conditions while avoiding volatility in the early implementation years. The table below illustrates how the minimum wage might evolve from 2025 through 2034 under different percentile-based growth assumptions drawn from historical data.

| | 10th pct (0.00%) | 25th pct (1.06%) | 50th pct (2.6%) | 75th pct (4.04%) | 90th pct (11.0%) |
|---|---|---|---|---|---|
| 2025 | $15.00 | $15.00 | $15.00 | $15.00 | $15.00 |
| 2026 | $16.00 | $16.00 | $16.00 | $16.00 | $16.00 |
| 2027 | $16.75 | $16.75 | $16.75 | $16.75 | $16.75 |
| 2028 | $17.50 | $17.50 | $17.50 | $17.50 | $17.50 |
| 2029 | $17.50 | $17.69 | $17.96 | $18.21 | $19.42 |
| 2030 | $17.50 | $17.88 | $18.43 | $18.95 | $21.56 |
| 2031 | $17.50 | $18.07 | $18.91 | $19.72 | $23.93 |
| 2032 | $17.50 | $18.26 | $19.40 | $20.52 | $26.56 |
| 2033 | $17.50 | $18.45 | $19.90 | $21.35 | $29.48 |
| 2034 | $17.50 | $18.65 | $20.42 | $22.21 | $32.72 |

**Pros:**

- **Employer Transition Time:** Gives businesses two full years to adapt to rising labor costs.
- **Clear Schedule:** Reduces uncertainty through 2028 with preset steps.
- **Responsiveness After 2028:** Indexing ensures that wages track local cost of living over time.

**Cons:**

- **Slow Initial Relief:** Workers may face continued affordability pressure during phase-in.
- **Complex Administration Post-2028:** Dual-index tracking and public communication require capacity.
- **Potential Volatility:** Without a cap or floor, indexing alone may create unpredictable wage swings in outlier years.

This revised Scenario E blends stability with long-term adaptability. By phasing in the wage increases over three years and then tying future adjustments to both inflation and housing costs, it recognizes the lived reality of affordability in Santa Fe while offering employers a measured ramp-up. Unlike Scenario D, this model does not impose a cap or floor on wage growth—an omission that could lead to greater volatility in extreme economic years, particularly if housing costs spike. Yet this openness also reflects a belief in aligning wages more directly with evolving costs. As a transitional framework, Scenario E offers a pragmatic compromise: it delivers near-term wage relief through predictable increases, while laying the groundwork for a responsive, data-driven system that can mature alongside Santa Fe's economy. Whether to introduce caps or additional safeguards remains a key policy question—but this model provides a thoughtful starting point for equitable and sustainable wage setting.

## Case Studies

On July 1, 2025, Alaska, Oregon and Washington, D.C. are increasing their minimum wage for almost 900,000 workers. In 2016 Oregon Legislators tied the state's minimum wage floor to the Consumer Price Index - U.S. City Average for All Urban Consumers for All Items presented by the Bureau of Labor Statistics (CPI-W). The policy separates rates for the State, the Portland Metro Area, and Non-Urban Counties. Per the Department of Employment Services Office of Wage and Hour, Washington D.C. will see an increase to its minimum wage floor on July 1, 2025, from $17.50 per hour to $17.95 an hour due to a 2.7% rise of the Consumer Price Index within the Washington Metropolitan Area. Washington D.C. signed its "Fair Shot Minimum Wage Amendment Act" in 2016 which created a minimum wage floor tied to CPI with provisions to increase it further in subsequent years. Chicago, New York City, Portland, California, Connecticut and Washington D.C.'s minimum wages are all projected to surpass $17 an hour by 2027 due to inflation adjustments to minimum wage.

### Summer 2025 Locality Minimum Wage Increases

In Summer, 2025, 12 additional cities and localities are increasing their minimum wage with an inflation adjustment ranging from $0.40 to $0.59.

| Locality | State | 2024 minimum wage | 2025 minimum wage | Minimum wage increase | % Increase | Type of increase |
|---|---|---|---|---|---|---|
| Alameda | California | $17.00 | $17.46 | $0.46 | 2.71% | Inflation adjustment |
| Berkeley | California | $18.67 | $19.18 | $0.51 | 2.73% | Inflation adjustment |
| Emeryville | California | $19.36 | $19.90 | $0.54 | 2.79% | Inflation adjustment |
| Fremont | California | $17.30 | $17.75 | $0.45 | 2.60% | Inflation adjustment |
| Los Angeles | California | $17.28 | $17.87 | $0.59 | 3.41% | Inflation adjustment |
| Los Angeles County | California | $17.27 | $17.81 | $0.54 | 3.13% | Inflation adjustment |
| Milpitas | California | $17.70 | $18.20 | $0.50 | 2.82% | Inflation adjustment |
| Pasadena | California | $17.50 | $18.04 | $0.54 | 3.09% | Inflation adjustment |
| San Francisco | California | $18.67 | $19.18 | $0.51 | 2.73% | Inflation adjustment |
| Santa Monica | California | $17.27 | $17.81 | $0.54 | 3.13% | Inflation adjustment |
| Chicago | Illinois | $16.20 | $16.60 | $0.40 | 2.47% | Inflation adjustment |
| Montgomery County | Maryland | $17.15 | $17.65 | $0.50 | 2.92% | Inflation adjustment |

Data provided by the Economic Policy Institute, June 25, 2025.

Montgomery County, Maryland breaks down the increases by employer size, large employers (51 or more employees) will increase minimum wages by $0.50 to $17.65 an hour, medium sized employers (11-50 employees) by $0.50 to $16 an hour, and small employers (10 or fewer employees) by $0.50 to $15.50 an hour. These increases are based upon the Consumer Price Index for All Urban Wage Earners (CPI-W) in the Washington D.C.- Arlington-Alexandria metro area for the previous calendar year, which was 2.4% in 2024 per the Montgomery County Office of Human Rights. This strategy combines Scenario A and business size. Academic research published in 2022 from the Mannheim Business Panel in Germany studied the effects of increased minimum wages on "microbusinesses" revealed a "minimum wage-induced increase in market exits among microbusinesses with up to four dependent employees" (De Monte et al. 2022).

In Chicago, Illinois, the inflation adjusted increase is applied to businesses with four or more employees, and is based on the Consumer Price Index or 2.5%, whichever is lower, per the Chicago Department of Business Affairs and Consumer Protection. According to the University of California Berkely Labor Center's Inventory of US City and County Minimum Wage Ordinances, Santa Monica, San Francisco, Los Angeles, Los Angeles County, Berkeley, and Alameda increase their minimum wages based upon CPI-W. Pasadena, Milpitas, Fremont, Emeryville are based upon the standard CPI.

### Contemporary Research Findings

"How Do Firms Respond to Minimum Wage Increases? Understanding the Relevance of Non-Employment Margins" published in the Journal of Economic Perspectives by Jeffery Clemens in 2021 gives a holistic view of employer responses to changes to the minimum wage. Clemens finds that employers that produce "non-tradable" goods and services face less challenges in adjusting prices in response to an increase in minimum wages (Clemens, p54). Clemens also stipulates that employers

might respond by reducing non-cash benefits to offset the costs of increasing the minimum wage. Research into employer supplied healthcare offerings is sparse as these values are often binary and are not adequately described in terms of quality and comprehension (Clemens 59). Additional non-cash benefits may be reduced as well, schedule flexibility, training opportunities and effort requirements are examples provided by Clemens (p59). Regardless of the employer response, measurable changes to employment, benefits and pass-through are not observable in the short term and continual monitoring is needed.

"The Minimum Wage in Germany: Institutional Setting and a Systematic Review of Key Findings" by Matthias Dütsch, Clemens Ohlert and Arne Baumann published in the Journal of Economics and Statistics in 2025 is a metanalysis of a series of academic research and policy studying the 2015 minimum wage introduction in Germany and subsequent 15% increase on October 1, 2022. The study was heavily impacted by the Covid-19 pandemic. The research posits shifting the theoretical framework from an hourly wage to a monthly wage. A monthly wage is able to capture differences that an hourly wage can not, such as hours worked, schedule flexibility, non-monetary benefits, and productivity. Dütsch et al, cite the Mario Bossler and Thorsten Schank paper titled "Wage Inequality in Germany after the Minimum Wage Introduction" that found "a 10-percentage- point increase in the applicability of the minimum wage caused an increase in monthly wages of approximately 4.4 percent in 2015 and 2016 and approximately 5.4 percent in 2017" (Bossler, Schank, p126).

Dütsch, Ohlert and Baumann, found substantial evidence for short impacts to raising the minimum wage, "Our literature survey shows that existing studies largely find reductions in working time, particularly directly after the introduction and the first increase in the minimum wage" (p128). Further metanalysis found a loss of employment in the year of the minimum wage introduction (2015) but found no effect in the following year, 2016, suggesting a short-term decline of "…0.025 percent in employment for every additional percentage point in the share of minimum wage" (Dütsch et al, p 138). Similarly, a short-term negative impact for investments in businesses was found with no observable "long-lasting negative effects" (Dütsch et al, p143). There is evidence of pass-through and a negative impact on employer profits specifically in businesses with contractual hourly wages, this however was not found in employers who did not have contractual hourly wages (Dütsch et al, p 145).

An analysis of the research conducted by Holger Bonin in 2018 titled "The German Statutory Minimum Wage and Its Effects on Regional Employment and Unemployment" and Nico Pestel, in 2020 titled "Impact of the statutory minimum wage on employment and unemployment" found "…the introduction of the minimum wage reduced overall employment by 0.6 percent in 2016 and by 0.9 percent in 2019 in regions with an above median wage gap (i.e. the difference between the actual wage in 2014 and the minimum wage) compared to regions with a below average wage gap" (Dütsch et al, p138). However, a paper by Christian Dustmann titled "Reallocation Effects of the Minimum

Wage" found that workers who's wages would be increased by the new minimum wage legislation had a "…slightly greater probability of them being employed after the minimum wage had come into force. The authors also observed a reallocation of these workers to larger, higher paying firms due to the minimum wage" (Dütsch et al, p138).

Both the work by Bonin and Pestel found that the effects were more severely felt in locations with comparatively low GDP growth, "These negative employment effects were particularly driven by regions with relatively low GDP growth before the introduction of the minimum wage" (Dütsch et al, p138). The metanalysis found no evidence in an effect of worker productivity, "All the existing studies did not find evidence for minimum wage-induced effects on labour productivity in Germany…" Dütsch et al, p142).

Dütsch, Ohlert and Baumann found notable benefits from the minimum wage introduction and 2022 increase. A metanalysis of the 2023 study conducted by Clemens Ohlert titled "Minimum Wage Effects on Gender Gaps in Working Hours and Earnings in Germany" published in the Society for the Study of Economic Inequality found that "the minimum wage effects on the average hourly wages of women and men in minimum wage establishments differed by 3.6 % points in 2015, which led to a reduction in the gender pay gap in these workplaces" (p126). Indeed it was found that overall wage variance was reduced "…the minimum wage reduced the wage dispersion in Germany" (Dütsch, p145). Dütsch et al conclude that "Due to strong economic growth in the years after its introduction, the minimum wage had no adverse effects on overall employment or unemployment levels" (Dütsch et al, p145).

"Who Pays for the Minimum Wage?" by Peter Harasztosi and Attila Linder published in the American Economic Review in 2019 is a comprehensive analysis of how Hungarian firms responded to minimum wage increases. It found that 75% of the minimum wage increase was paid by consumers as "pass-through" meaning the costs were passed through to consumers, the remaining 25% was paid by employers, though these figures vary by industry. Price responses and pass-through were greater in non-tradable industries than tradeable industries (Clemens, 2021). Santa Fe employers should be able to take advantage of greater pass-through due to the immutable nature of Santa Fe's business sectors, tourism, culture and arts.

# Summarized Q&A between Dr. White and the Mayor's Office June through August, 2025.

**Q: What housing measure is used in the blended index?**

**A:** The proposal relies on the U.S. Department of Housing and Urban Development's Fair Market Rent (FMR) for a two-bedroom apartment in Santa Fe. This measure is the most conservative published benchmark available, and it directly reflects local market rental conditions. Tying wage adjustments to HUD's FMR ensures that the formula is transparent, consistent, and relevant to Santa Fe's housing realities.

**Q: Critics argue that raising the minimum wage will reduce job opportunities, especially for younger or minority workers. Is this a valid concern?**

**A:** This argument is most closely associated with Walter Williams and others who oppose the existence of any minimum wage. It is important to note that every U.S. state, including the most conservative, has a minimum wage; the five states with no state-level wage utilize the federal minimum wage of  Research consistently shows that unemployment among Black youth and other groups is shaped primarily by structural inequalities, not wage ordinances. Santa Fe's proposal is not intended to eliminate entry-level work but to ensure wages reflect the cost of living. With the median rent for a one-bedroom apartment now close to $1,400 per month, stagnant wages create a much greater barrier to participation in the workforce than the proposed adjustments.

**Q: Is this analysis being conducted by the Bureau of Business and Economic Research (BBER) at UNM?**

**A:** No. The projections were prepared independently by Erebor LLC and Dr. Reilly White. Although Dr. White serves as a faculty member at UNM, the work was not conducted by BBER and is not affiliated with its research portfolio.

**Q: How does the proposal address wage compression among workers who already earn more than the living wage?**

**A:** Wage compression is a foreseeable outcome when minimum wages rise. Employers may respond by flattening pay scales, delaying promotions, or adjusting job expectations for staff earning in the $17–20 per hour range. Evidence suggests that large-scale job losses are unlikely. More common responses include modest reductions in hours, tighter scheduling practices, or a preference for hiring more experienced workers. These adjustments must be weighed against the broader gains in worker stability, household spending power, and community well-being.

**Q: What will the living wage look like ten years from now under this proposal?**

**A:** Using the blended index with a $17.50 floor in 2027 and a five percent annual cap (Scenario 'D'), the projected living wage in 2034 is approximately $20.94 per hour, or about $21.48 in 2035. Assuming a five percent cap on rates, the maximum possible wage level in 2034 would be $24.62. Applying a Monte Carlo analysis – which simulates the results 10,000 times - produced a very similar central estimate of $21.39 by 2034, reinforcing the reasonableness of these projections.

**Q: What would today's living wage be if this formula had been in place since 2004?**

**A:** The 2004 living wage of $8.50 per hour, if indexed under the blended formula, would be approximately $14.40 today. This aligns closely with the actual current living wage of $15.00, suggesting the proposed approach is both realistic and sustainable.

**Q: What risks do employers face under the new proposal?**

**A:** The majority of economic studies show that higher minimum wages do not lead to widespread job loss. Where risks emerge, they tend to involve incremental changes such as reduced hours, more restrictive scheduling, or automation in certain industries. Employers may also prioritize older or more experienced applicants. These risks are offset by the benefits of higher wages, including improved worker retention, greater consumer demand, and reduced reliance on public assistance.

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Image: Domenico Convertini. Lisence: CC BY SA 2.0

# Raising the Living Wage in Santa Fe:

## Potential impacts and analysis

**This version: August 27, 2025**

## Overview

Santa Fe has long been a national leader in implementing a living wage ordinance, establishing higher minimum standards than both state and federal policy. The city's original living wage ordinance, adopted in 2003, was among the first of its kind and quickly became a focal point for both local debates and national scholarship. Today, as the Santa Fe City Council considers another adjustment to the city's living wage, many of the same themes have reemerged: particularly questions about timing, scope, and economic impact. At the same time, the policy conversation is occurring within a new macroeconomic context marked by higher inflation, rising housing costs, and shifting national priorities.

This analysis draws on the history of Santa Fe's ordinance, recent empirical research, and specific concerns voiced by councilors during the most recent work session. The goal is to provide an evidence-based perspective on what a wage adjustment would mean for the city's workers, businesses, and long-term economic, social, and cultural vitality.

## Understanding the Santa Fe Economy

Assessing the implications of a living wage adjustment requires situating the policy within Santa Fe's broader economic structure. The city's sectoral composition, seasonal labor market patterns, and public–private balance provide essential context for evaluating potential outcomes.

Santa Fe's economy remains anchored by its strong cultural, tourism, and arts sectors. Employment in Santa Fe is seasonal, with the nonfarm civilian workforce across Santa Fe County rising to 65k in the summer months, driving both increased demand for employment and higher unemployment rates as greater numbers of workers enter the labor force to seek employment.[1] The leisure and hospitality sector, which includes hotels, restaurants, and tourism-related services, is particularly central to the city's economy, representing nearly 20% of total employment. Government remains the single largest sector at 22.8%, education and health services (17.7%) and trade, transportation, and utilities (15.7%). Professional and business services make up 8.3%, while industries such as construction, finance, and manufacturing contribute smaller but steady shares. Taken together, Santa Fe's employment profile reflects its dual identity as both a government and service hub and a tourism-driven economy, with labor market conditions closely tied to seasonal visitor flows and the cultural calendar that sustains the city's broader economic vitality.[2]

**Largest Employment Sectors, Santa Fe County**

June 2025

| | | |
|---|---|---|
| Government | 14.8 | 22.8% |
| Leisure and Hospitality | 12.7 | 19.6% |
| Education and Health Services | 11.5 | 17.7% |
| Trade, Transportation, and Utilities | 10.2 | 15.7% |
| Professional and Business Services | 5.4 | 8.3% |
| Mining, Logging, and Construction | 3.2 | 4.9% |
| Other Services | 3.2 | 4.9% |
| Financial Activities | 2.3 | 3.5% |
| Manufacturing | 0.8 | 1.2% |
| Information | 0.8 | 1.2% |
| **Total Nonfarm Labor Force** | **64.9** | **100%** |

[1] https://www.bls.gov/eag/eag.nm_santafe_msa.htm
[2] https://data.bls.gov/timeseries/SMU35421407000000001

**Largest Employers Located in Santa Fe, NM** (2024-2025 Estimates)

| Rank | Location | Employees | Source |
|---|---|---|---|
| 1 | State of New Mexico | **5,900** | https://www.spo.state.nm.us/wp-content/uploads/FY24-Compensation-Report.pdf |
| 2 | Christus St. Vincent | **2,500** | https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html |
| 3 | Santa Fe Public Schools | **1,800** | https://www.sfps.info/page/sfps-sustainable |
| 4 | City of Santa Fe | **1,500** | https://santafenm.gov/ |
| 5 | Santa Fe County | **850** | https://www.linkedin.com/company/santa-fe-county/ |
| 6 | Santa Fe Community College | **661** | https://www.sfcc.edu/fast-facts/mission-vision-governing-board/ |
| 7 | Presbyterian Santa Fe | **545** | https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html |
| 8 | Eldorado Hotel | **500** | https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html |
| 9 | Hotel Chimayo | **500** | https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html |
| 10 | Hotel St. Francis | **500** | https://www.bizjournals.com/albuquerque/subscriber-only/2025/01/29/santa-fe-area-employers.html |

In addition, an estimated 3,500 employees of Los Alamos National Laboratories live in Santa Fe, NM[3]

Santa Fe's employment base is anchored by a mix of government, healthcare, education, and hospitality. The State of New Mexico is by far the largest single employer, with approximately 5,900 employees in the city. Healthcare is also a major driver, led by Christus St. Vincent with 2,500 employees, alongside Presbyterian Santa Fe with 545 employees. Education remains a central pillar, with Santa Fe Public Schools employing 1,800 and Santa Fe Community College supporting 661 faculty and staff. Local government contributes significantly as well, with 1,400 City of Santa Fe employees and 850 working for Santa Fe County. Santa Fe's robust tourism and hospitality sector rounds out the top employers, with large hotel operations such as the Eldorado Hotel, Hotel Chimayo, and Hotel St. Francis, each employing around 500 workers. In addition, an estimated 3,500 employees of Los Alamos National Laboratory live in Santa Fe, contributing to the local labor market despite the lab's physical location in neighboring Los Alamos County.

Prevailing wage data in Santa Fe is accessible via the Bureau of Labor Statistics Occupational Employment and Wage Statistics (OEWS) survey, most recently completed in May 2024.[4] Comparing Santa Fe's occupational wage profile to the United States as a whole highlights both the city's structural reliance on service-oriented employment and the wage disparities that characterize its labor market. Overall, the mean hourly wage in Santa Fe is $29.05, which is $3.61 lower than the U.S. average of $32.66. This differential reflects both sectoral composition and localized pay gaps across multiple occupational categories.

High-skill, high-wage professions in Santa Fe exhibit some of the largest negative differentials relative to the national average. For example, management occupations earn $13.17 less per hour than their national peers, while legal occupations earn $16.50 less per hour. Similar downward gaps are evident in business and financial operations (-$9.49), computer and mathematical occupations (-$10.37), and arts, design, and media (-$7.53). These figures suggest that Santa Fe's position as a cultural and governmental hub does not extend to supporting nationally competitive wages in many knowledge-based fields.

[3] https://losalamosreporter.com/2023/05/05/lanl-report-shows-37-7-percent-of-employees-lived-in-los-alamos-county-as-of-sept-30-2022/
[4] https://www.bls.gov/regions/southwest/news-release/occupationalemploymentandwages_santafe.htm

At the same time, Santa Fe wages are more competitive in several critical areas. Healthcare practitioners and technical workers earn $6.18 more per hour than the national average, reflecting the scarcity of qualified healthcare workers locally and the influence of major employers such as Christus St. Vincent. Wages in food preparation and serving occupations are slightly above the U.S. average (+$0.88), which is notable given the sector's large share of Santa Fe employment (13.6% versus 8.8% nationally). Other large occupational groups, such as office and administrative support, education, and building and grounds maintenance, show wages roughly in line with national averages, with gaps of less than $1 per hour. These sectors, while not highly paid, are crucial to Santa Fe's labor market given their large shares of local employment. The figure below is adapted from the Bureau of Labor Statistics:

| Major occupational group | Percent of total employment | | Mean hourly wage ($) | | Pay Differentials |
|---|---|---|---|---|---|
| | United States | Santa Fe | United States | Santa Fe | (SF Pay - US Pay) |
| Total, all occupations | 100.0 | 100.0 | $ 32.66 | $ 29.05 | $ (3.61) |
| Management | 7.1 | 7.1 | $ 68.15 | $ 54.98 | $ (13.17) |
| Business and financial operations | 6.7 | 7.6 | $ 45.04 | $ 35.55 | $ (9.49) |
| Computer and mathematical | 3.4 | 2.6 | $ 56.16 | $ 45.79 | $ (10.37) |
| Architecture and engineering | 1.7 | 1.2 | $ 49.99 | $ 47.09 | $ (2.90) |
| Life, physical, and social science | 0.9 | 1.3 | $ 43.12 | $ 38.46 | $ (4.66) |
| Community and social service | 1.7 | 1.7 | $ 30.31 | $ 30.42 | $ 0.11 |
| Legal | 0.8 | 1.4 | $ 66.19 | $ 49.69 | $ (16.50) |
| Educational instruction and library | 5.8 | 4.9 | $ 31.69 | $ 31.02 | $ (0.67) |
| Arts, design, entertainment, sports, and media | 1.4 | 1.5 | $ 37.04 | $ 29.51 | $ (7.53) |
| Healthcare practitioners and technical | 6.2 | 5.1 | $ 50.59 | $ 56.77 | $ 6.18 |
| Healthcare support | 4.8 | 3.6 | $ 19.06 | $ 18.40 | $ (0.66) |
| Protective service | 2.4 | 2.9 | $ 29.33 | $ 28.41 | $ (0.92) |
| Food preparation and serving related | 8.8 | 13.6 | $ 17.32 | $ 18.20 | $ 0.88 |
| Building and grounds cleaning and maintenance | 2.9 | 4.3 | $ 19.01 | $ 18.59 | $ (0.42) |
| Personal care and service | 2.0 | 2.4 | $ 18.95 | $ 18.18 | $ (0.77) |
| Sales and related | 8.7 | 9.5 | $ 26.00 | $ 21.90 | $ (4.10) |
| Office and administrative support | 11.8 | 14.5 | $ 24.12 | $ 23.42 | $ (0.70) |
| Farming, fishing, and forestry | 0.3 | 0.2 | $ 20.06 | $ 20.13 | $ 0.07 |
| Construction and extraction | 4.1 | 3.8 | $ 30.73 | $ 24.51 | $ (6.22) |
| Installation, maintenance, and repair | 3.9 | 3.4 | $ 29.63 | $ 25.17 | $ (4.46) |
| Production | 5.7 | 2.3 | $ 24.08 | $ 23.73 | $ (0.35) |
| Transportation and material moving | 8.9 | 5.0 | $ 23.44 | $ 20.10 | $ (3.34) |

Rising living costs and a cooling housing market present significant challenges. As of August 2025, the average Santa Fe, NM home sells for $590,845[5], down 0.7% over the prior year and reflective of higher inventories and reduced absorption rates. Despite the slowdown, Santa Fe has emerged as the nation's #2 luxury second-home market[6], with a median listing price in the 90th percentile of nearly $2.7 million with steady demand from affluent buyers and retirees. Mean rents in Santa Fe are currently between $1,735 and $1,860[7] per month. The HUD 40th percentile Fair Market Rent for a two-bedroom rental is $1,685 per month[8].

[5] https://www.zillow.com/home-values/40760/santa-fe-nm/
[6] https://www.realtor.com/research/july-2025-wsj-rdc-luxury-housing-market-ranking/
[7] https://www.apartments.com/rent-market-trends/santa-fe-nm/ and https://www.rentcafe.com/average-rent-market-trends/us/nm/santa-fe/
[8] https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2026_code/2026summary.odn

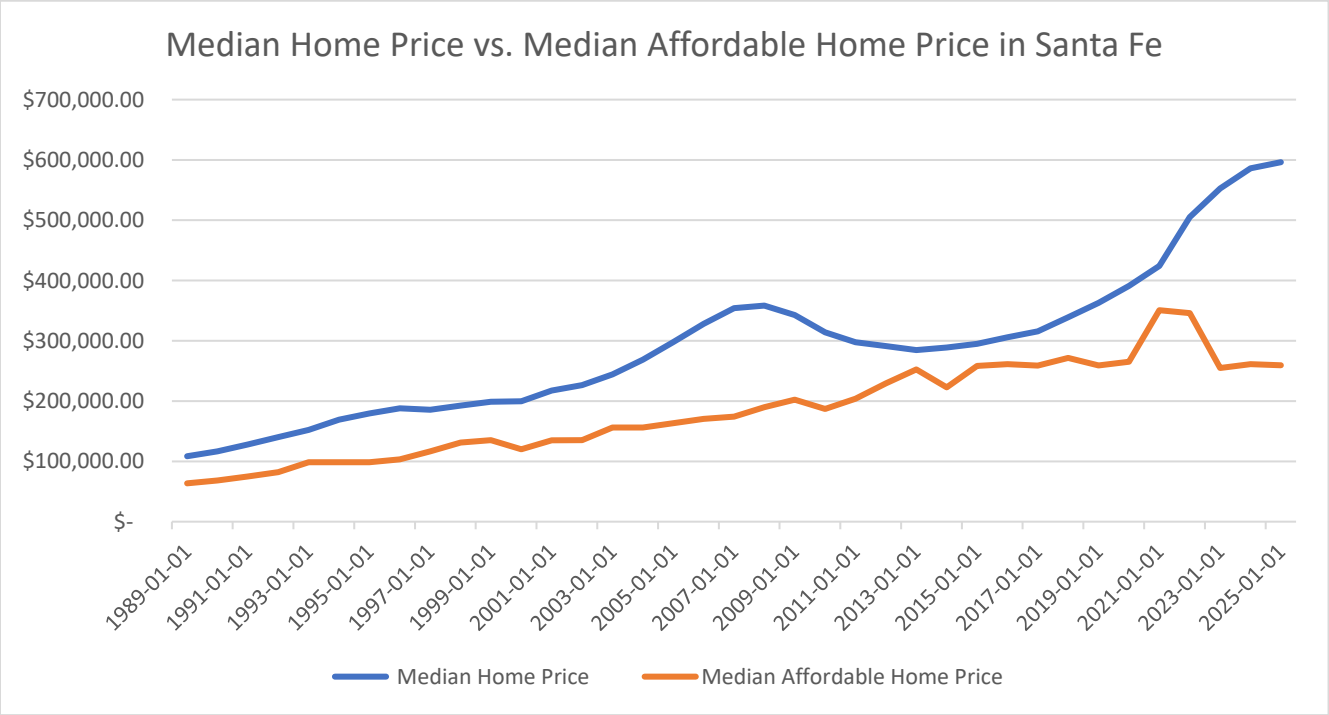
The median household income in Santa Fe was $78,366 in 2023, which, when adjusted for national wage growth, equates to $83,567 in 2025.

- Under the standard 30 percent of gross income housing affordability threshold, a household earning the median income could reasonably afford a home priced at $259,462, given current mortgage rates and property tax levels in Santa Fe.

- By contrast, to afford the median home price in Santa Fe, a household must earn at least $172,375 annually**.** This difference produces an affordability gap of more than 106 percent**,** which is nearly double the 57 percent gap observed nationally**.**

- Approximately 81 percent of households in Santa Fe earn less than $172,375, and therefore fall below the threshold required to afford a median-priced home, underscoring the severity of the city's housing affordability crisis.

The figure below graphs the median home price in Santa Fe since 1989, and the median 'affordable home price' in Santa Fe, determined by the median household income of the town and prevailing tax and mortgage rates:




**The high prices of real estate contributes to a cost of living index that is 16% higher than the national average and 28% higher than in New Mexico as a whole.**[9] While affordability pressures persist, particularly for working families, New Mexico's broader fiscal picture is more optimistic: energy-driven state revenues have created fiscal flexibility to support housing, education, and infrastructure, indirectly benefiting Santa Fe. Compared to other U.S. regions, Santa Fe's average costs for groceries,

[9] https://www.erieri.com/cost-of-living/united-states/new-mexico/santa-fe

health care, utilities, and transportation are broadly in line with national levels, but housing remains distinctly overpriced relative to the rest of the country, as well as New Mexico.

## Evidence from the Literature: Employment, Prices, and Business Impacts

Santa Fe already operates with a city *living wage* that rose to $15.00/hour on March 1, 2025 (the New Mexico state floor remains $12.00). The mayor has proposed raising the city living wage to $17.50, which would represent a 16.7% increase from today's level. Leisure and hospitality (hotels, restaurants, attractions) is an unusually large local employer, comprising nearly 20% of nonfarm jobs. Government employment remains the single biggest sector with nearly 23% of all employment. These shares matter because low-wage exposure (and thus policy sensitivity) is highest in restaurants, hotels, and certain retail services.

*What are the benefits to increasing the minimum wage for businesses?*

- *Reduced turnover:* Multiple studies show that higher minimum wages lower employee separation rates, particularly in service industries with historically high churn. Lower turnover directly reduces recruitment and training costs, which can be substantial in hospitality and retail where new employee onboarding and skill ramp-up take time. In Santa Fe, where seasonality drives frequent hiring cycles, a reduction in churn could stabilize scheduling and reduce operational disruptions (see Dube et. al. 2016; Hirsch et. al 2015).

- *Training cost savings:* Lower turnover translates into less frequent hiring, which means employers spend less on advertising, onboarding, and job-specific training. These savings are not trivial: research suggests that turnover costs for lower-wage service positions can amount to 16–20 percent of annual pay. Over time, these avoided costs help offset part of the wage increase and allow managers to invest resources elsewhere (see Boushey & Glynn, 2012; Dube et. al, 2016).

- *Productivity and morale gains:* Improved wages reduce financial stress and increase worker engagement, which can lead to measurable productivity improvements. In some studies, modest gains in output per worker have been observed following wage hikes, as employees reciprocate through better performance and attendance. In industries like food service and lodging, where customer satisfaction is tightly tied to staff attentiveness, even small productivity gains can have revenue impacts (See Reich et. al., 2014).

- *Customer service and quality stability:* A more stable and experienced workforce improves consistency in customer-facing roles. In the tourism-driven economy of Santa Fe, restaurants and hotels depend on reliable staff to deliver service quality that supports repeat visits and positive reviews. With higher wages, businesses may see not only smoother operations but also stronger reputational benefit (see Schmitt 2013; Hirsch et. al 2015).

- *Reduced absenteeism***:** Higher wages are associated with lower absenteeism, as workers can better manage transportation, childcare, and health costs. For employers, this means fewer unexpected scheduling gaps and a more predictable workforce. Reliable attendance is particularly important in Santa Fe's leisure and hospitality sector, where understaffing during peak visitor seasons can have outsized consequences (see Boushey & Glynn, 2012; Cooper et. al, 2019).

- *Macro demand effects:* Because low-wage workers tend to spend additional earnings locally, higher wages can feed back into the local economy through stronger consumer demand. In Santa Fe, this dynamic means that wage increases at restaurants, hotels, and retailers can return in part as higher sales revenue in those same sectors, while also broadening the gross receipts tax base for the city (see Aaron et. al. 2008; Renkin et.al. 2022).

*What does the research say about how minimum wage effects play out?*

- *Employment effects:* The broad U.S. literature finds small to near-zero net job losses around typical increases, with clear wage gains for low-wage workers (Cengiz, Dube, Lindner & Zipperer 2019)[10]. But when increases are larger or rapid, some studies (Jardim et. al. 2022[11]) find reductions in hours at the very bottom of the wage distribution, even as hourly pay rises. In short: modest aggregate employment effects on average, with possible hours compression for some groups at bigger jumps.

- *Prices & pass-through***:** Firms often pass part of higher labor costs to consumers. Classic and newer evidence show measurable but modest price effects in consumer-facing sectors (e.g., restaurants and groceries): roughly 0.3–1.4% price increases for a 10% wage hike (Renkin et. al, 2020[12] Ashenfelter & Jurajda 2021[13], depending on sector, market power, and exposure; fast-food pass-through is documented with minimal impact on entry/exit in some settings. For a 16.7% wage increase, that scale would translate to low-single-digit price changes for many items.

- *Income & poverty:* Minimum-wage hikes raise earnings for affected workers and can reduce poverty in net, though estimates vary with the size and timing of increases as well as the local labor market. The Congressional Budget Office (CBO)'s synthetic national scenarios (for large federal increases) show big wage gains and a mix of modest job loss with net income gains for low-income families, which become useful guardrails for thinking about distributional tradeoffs.[14]

*Implications for Santa Fe if the city lifts the minimum wage from $15.00 to $17.50 per hour*

- *Who's affected:* The largest immediate exposure is in leisure and hospitality—a sector that is both central to Santa Fe's economy and highly visible to visitors. Because much demand is tourism-driven, local firms often have more scope to pass through small price increases without large demand loss (visitors' price elasticity is lower than residents'). That helps buffer employment impacts versus more tradable sectors.

- *Worker earnings:* A full-time employee at $15 earns approximately $31,200/yr; at $17.50, they earn $36,400, $5,200 more per year. Given Santa Fe's high housing and living costs, these gains directly raise purchasing power for lower-wage households (who also tend to spend locally), supporting gross-receipts-tax bases at the margin. This mechanism is consistent with CBO and broader literature on higher marginal propensity to consume for low-income households.

- *Business costs & prices:* In many cases, expect low-single-digit price adjustments in restaurants/hospitality/retail, phased as menus and rates reset; some firms will also retool operations (shift scheduling, technology adoption, and compressed wage ladders). Evidence from

[10] https://www.nber.org/system/files/working_papers/w25434/w25434.pdf
[11] https://www.nber.org/system/files/working_papers/w23532/w23532.pdf
[12] https://gspp.berkeley.edu/assets/uploads/research/pdf/The_Pass-Through_of_Minimum_Wages_into_US_Retail_Price.pdf
[13] https://gceps.princeton.edu/wp-content/uploads/2021/07/281_Ashenfelter.pdf
[14] https://www.cbo.gov/publication/55410

restaurants (Aaronson 2001[15]) and groceries suggests partial pass-through (Renkin et. al, 2020) rather than a one-for-one move. In a tourism city, those small changes often do not materially deter demand but should still be factored into messaging for resident affordability.

- *Employment/hours risk pockets:* Aggregate job effects are likely small, but risk concentrates among very low-wage hours, marginal firms, and sub-sectors with thin margins. Close monitoring is warranted for independent restaurants, small retailers, and certain personal-services businesses during the first 12–18 months after implementation. Jardim et. al. (2022)[16] flag the relationship between larger minimum wage increases and a reduction in hours for less experienced workers.
- *Sectoral nuance:* Government (the largest local employment sector) is largely insulated, however, spillover effects may arrive as vendors adjust rates on contracts. Health care and education face smaller direct exposure but may see wage compression pressures. The hospitality industry may see significant effects among its lower wage workers, but also has the greatest pricing latitude with visitors.

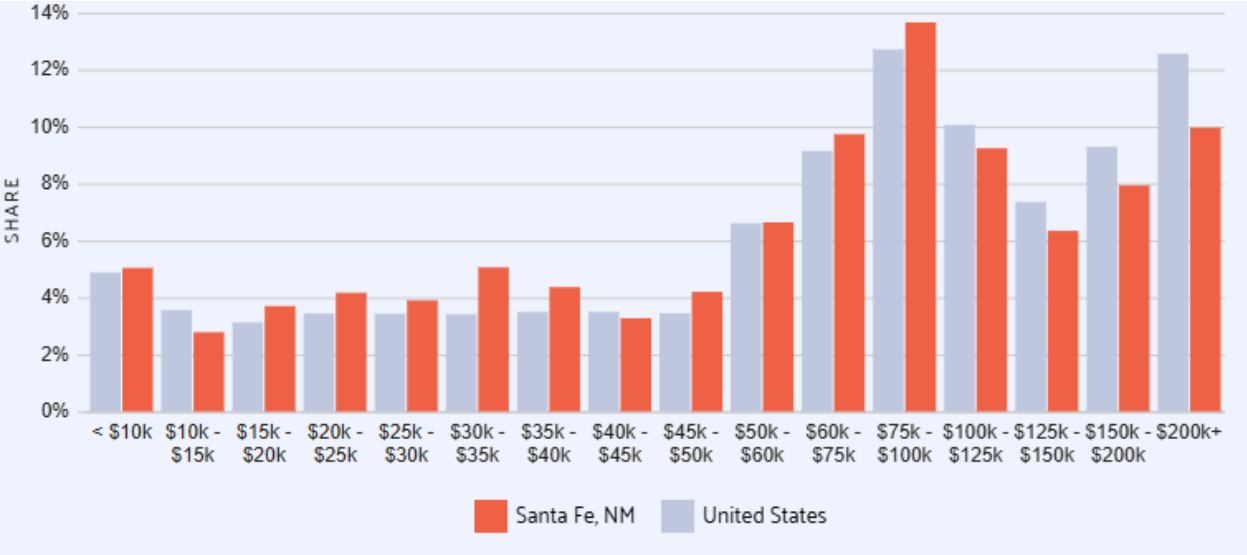
*Fiscal Sustainability and Equity*

- *City revenues:* Higher wages and prices may lead to more overall spending and the City's gross receipts tax collections could rise slightly. Any losses from businesses cutting back are likely to be small, since national studies show that employment generally holds steady after wage increases (Cengiz et. al. 2019)[17].
- *Distributional effects:* Gains accrue to low-wage workers, mainly in hospitality and services, which aligns with equity goals and can reduce income volatility. Pairing the policy with targeted supports (e.g., small-business tax assistance, phased-in schedules, and enforcement clarity) can mitigate transition frictions.[18]
- *Metrics to watch (quarterly):* Any evaluation of the economic impact of minimum wage adjustments must carefully account for prevailing macroeconomic and local factors to avoid misattribution. Situating the policy discussion within Santa Fe's economic profile – for example, the composition of employment, sectoral dependencies, and seasonal patterns – provides the necessary context for assessing both direct and indirect effects. Data collection in the future should pay particular attention to:
    - Low-wage employment and hours in hospitality and retail sectors;
    - Business openings and closures in food service and lodging sectors;
    - Average menu and room rates vs. regional comps;
    - GRT trends in hospitality-linked NAICS codes;
    - Worker turnover and vacancy durations (research indicates wage hikes often reduce turnover, a potential productivity boost offsetting some cost).

[15] https://direct.mit.edu/rest/article/83/1/158/57251/Price-Pass-Through-and-the-Minimum-Wage
[16] https://www.aeaweb.org/articles?id=10.1257%2Fpol.20180578
[17] https://academic.oup.com/qje/article-abstract/134/3/1405/5484905
[18] https://www.cbo.gov/system/files/2019-07/CBO-55410-MinimumWage2019.pdf

Santa Fe's long history with a local living wage has also been studied by New Mexico researchers. A 2024 review by the University of New Mexico Bureau of Business and Economic Research (BBER) synthesizes decades of national and state findings. BBER concludes that:

- Employment impacts are small to negligible overall, but certain subgroups (especially young workers and those in restaurants) may see reduced hours or hiring opportunities. This aligns with Jardim et al. (2017, 2022) in Seattle, who found hours compression at the very bottom of the wage distribution, even as average pay rose.
- Earnings gains are reliable and disproportionately benefit women, younger workers, and Hispanic workers, groups that are overrepresented in Santa Fe's hospitality and service industries (BBER; see also Allegretto, Dube, & Reich 2011). These distributional effects are particularly salient given Santa Fe's housing affordability crisis.
- Dube and Lindner (2021) find that city-level minimum wages meaningfully reduce wage inequality. Supporting this statement, 2023 Census Bureau's 5-year Estimate analyzed by Data USA comparing the income distribution in Santa Fe against the United States, notes the significant income inequality present[19]:




- Price increases are modest and concentrated in food services, with studies such as Aaronson (2001) and Lemos (2008) finding 0.3–1.0% restaurant price increases for a 10% wage hike. More recent evidence (Renkin et. al. 2020; Ashenfelter & Jurajda 2021) confirms partial but not complete pass-through. For Santa Fe, this suggests restaurants and hotels could adjust rates upward without significantly reducing visitor demand.
- Turnover declines when wages rise, reducing hiring and training costs. Dube, Lester, and Reich (2016) estimate that reduced churn offsets a significant portion of added labor costs. For Santa Fe's seasonally dependent service sector, this may improve business stability and service quality.

[19] https://datausa.io/profile/geo/santa-fe-nm/

*What is the impact on the City of Santa Fe?*

With data provided by the City's Finance Director, the direct fiscal impact of raising the City's living wage to $17.50 per hour would be minimal. Based on payroll data from HR for the pay period ending August 1, 2025, only 18 City employees were earning below $17.50 per hour. These employees are primarily located in Tourism, Public Works, and Public Utilities, with one additional position in Community Services at $16.96 per hour. The Finance Director calculated the cost of bringing all 18 employees up to $17.50 per hour, including a standard 40% inflator for benefits and annualizing the adjustment over a 2,080-hour work year. The resulting total cost was $13,468 annually, or roughly $15,000 per year as a conservative upper estimate. This represents less than one-tenth of one percent of the City's annual personnel budget, confirming that the budgetary impact would be negligible.

As a side observation, the Finance Director also noted that two-thirds of these employees are women, highlighting a small but meaningful gender equity dimension to the adjustment. While not central to the fiscal analysis, this finding illustrates how wage increases at the bottom of the pay scale can intersect with broader equity considerations.

*What about a tiered minimum wage system?*

A tiered minimum wage system sets different wage floors for employers depending on their size or type. In practice, this usually means that smaller firms (e.g., under 25 employees) are granted either (a) a lower minimum wage requirement or (b) a slower phase-in schedule than larger firms. Larger firms are expected to comply with the full wage floor earlier or at a higher level. This approach has been implemented in places such as California's state minimum wage law and in earlier versions of Santa Fe's own living wage ordinance (though the latter was later amended to remove size-based tiers). For example, California firms have different minimum wages based on the type of healthcare facility – for example, rural clinics versus large employers and integrated health systems have different minimums.

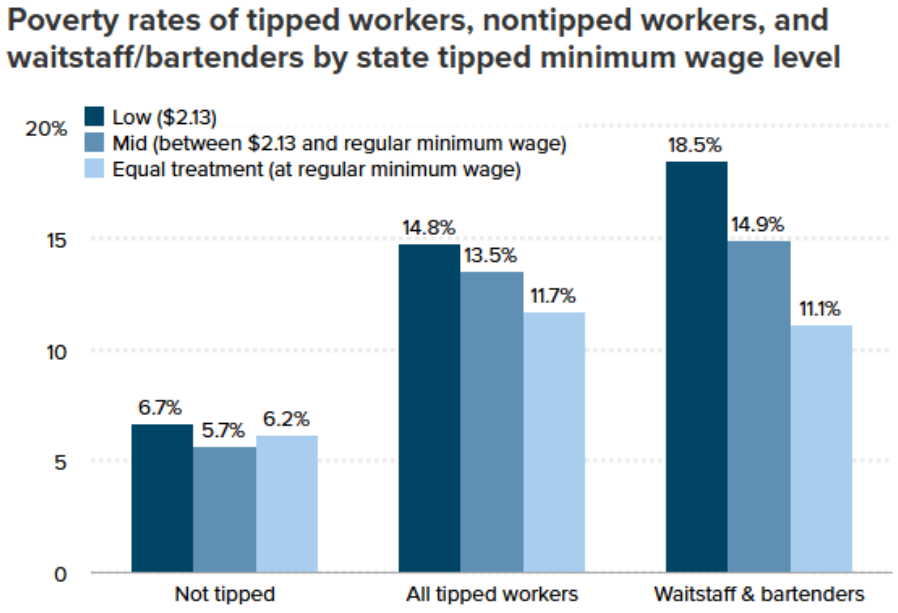
- *Pros to a Tiered System:* Tiered systems acknowledge that small, thin-margin firms often face greater difficulty absorbing cost increases, allowing them more time to adapt. Introducing differential thresholds can ease opposition from business groups, smoothing passage of legislation and helping to build consensus. By phasing in requirements, smaller employers may retain operational stability while larger employers (with more resources and scale) shoulder the burden sooner.

- *Cons to a Tiered System:* Regulators must track firm size, verify compliance, and monitor transitions across thresholds, all of which increase oversight costs. Firms may split operations into smaller legal entities or misreport workforce size ('gaming the system') to avoid crossing into higher-wage categories, undermining fairness and compliance. In 2003, similar systemic gaming was observed in Santa Fe's original living wage bill and consequently removed. Lastly, workers performing the same jobs may be paid differently depending only on the size of their employer, raising equity concerns and eroding clarity in the policy's intent.

In addition to the California system, Nevada's Assembly Bill 456 allowed for a lower tier minimum wage to be paid by employers who offer health benefits; New Jersey maintains a separate minimum wage for agricultural workers. Two-tier minimum wage models are more common in the tipped-wage context, where subminimum rates apply to tipped workers. Empirical evidence demonstrates that eliminating the tier for tipped workers raises earnings, reduces poverty, and diminishes gender and racial disparities,

without discernible negative employment effects (Schmitt, 2013; Hirch, Kaufman, and Zelenska 2015; Alegretto and Nadler 2015).

In data analyzed from the Economic Policy Institute[20], tipped workers in states with equal treatment (where they receive the regular minimum wage before tips earn significantly higher hourly wages) face lower rates of wage theft, and experience greater income stability than their counterparts in states with a separate, lower tipped minimum wage. The figure below demonstrates the variation in poverty rates of tipped workers, nontipped workers, and waitstaff/bartenders by state tipped minimum wage level:




*Do benefits count in living wage calculations?*

Under Santa Fe's current living wage ordinance, certain employer-provided benefits can be counted toward compliance. Specifically, health insurance and childcare benefits may be included in the calculation of whether an employer meets the living wage requirement. This provision means that the required cash wage can be reduced if the employer contributes a qualifying value of benefits, though in practice the extent of this offset varies depending on the benefit package offered.

*What has been the average inflation-only increase since 2008?*

Using the overall CPI for the Western Region, 'CPI-W', prices have risen 51.8% since January 2008, or approximately 2.4% average per year.[21]

*How many workers and employers in Santa Fe could be affected?*

Santa Fe County has over 4,800 employer establishments[22], with at least at least 3,000 in the city itself in 2022. While micro-level wage data is not available, the city's service-oriented economic structure suggests that a significant portion of the labor force would be sensitive to changes in the minimum wage.

[20] https://www.epi.org/publication/gradually-eliminating-the-two-tiered-wage-system-for-tipped-workers-in-new-york-will-improve-working-conditions-and-wages-for-tipped-workers-across-the-state/

[21] https://fred.stlouisfed.org/series/CPIAUCSL

[22] https://data.census.gov/profile/Santa_Fe_County,_New_Me...?g=050XX00US35049

Drawing from national and regional evidence, it is reasonable to estimate that 10–20 percent of Santa Fe's workforce could be directly affected by a higher wage floor through immediate pay adjustments. In addition, a further share of employees earning just above the proposed $17.50 threshold may experience indirect effects, either through wage compression adjustments or to maintain internal equity within firms. Together, this indicates that the policy's reach would extend well beyond those currently earning at or below the living wage level.

*What are the ripple effects seen in other cities? Is there a "tipping point"?*

The most comprehensive U.S. analyses generally find small to near-zero net employment effects at typical increases (with clear wage gains for affected workers). Some studies show hours reductions for less experienced workers, particularly for larger and faster hikes.

The economic research is clear that there is no single "bright line" beyond which minimum wage increases automatically become damaging. Instead, the threshold depends on local labor market conditions, the pace of increases, and the relative level of the minimum wage compared to median wages.

- The Kaitz Index ( *defined roughtly as 'minimum wage ÷ median wage')* is a common benchmark used by economists. In practice, increases that raise the minimum wage to around 50–60% of the median wage are generally viewed as sustainable without significant employment losses. In fact, the UK's Low Pay Commission currently targets about two-thirds of median earnings, with careful monitoring. In Santa Fe, the median hourly wage of was $29.05 in 2024, and a two-thirds level would be approximately $19.35 per hour.

- Beyond two-thirds of the median wage, studies suggest the risk of disemployment, hours compression, and automation rises, particularly for youth and low-skill workers (Neumark & Wascher 2007; Jardim et al. 2017).

- Moving the wage floor from $15 to $17.50 represents a 16–17% increase, large enough to make a material difference in take-home pay for low-wage workers. At the same time, this level keeps Santa Fe's Kaitz index (minimum-to-median wage ratio) in the 0.55–0.60 range, generally considered sustainable by both international practice and U.S. research.

- Service-oriented economies like Santa Fe, where nearly one in five jobs is in hospitality and restaurants, can handle modest price adjustments due to strong tourist demand. But small independent firms with thin margins are more sensitive, meaning that both the level and pace of the increase influence outcomes.

*How will this effect small business vs. larger businesses? What are the firm-level effects?*

Because this issue touches on multiple dimensions, I have divided the analysis into key subtopics. Each section draws on relevant research studies to provide brief evidence-based insights:

- *Price "spiral"/inflation:* Local studies show partial pass-through to prices rather than a runaway spiral; effects are concentrated in hospitality/food retail and typically low single digits for a 10–20% wage hike.

- *Reduced hours / reduced employment overall:* Average effects are small; some evidence of hours compression for the most affected, especially with larger, rapid increases. Net employment effects often hover near zero in broad data, but local margins vary.

- *Youth employment:* Classic reviews find more sensitivity for teens/very-low-skill groups; findings are mixed, but caution is warranted for youth employment at higher levels. Typically, employers respond by hiring more experienced workers and holding workers accountable to a higher level of productivity.

- *Closures of small/mom-and-pop firms:* Low-margin restaurants and small shops often feel the most strain. However, studies show closure rates do not rise significantly; instead, some firms pass costs to consumers while others absorb them. Larger firms typically adjust more easily, which can heighten competitive pressure on mom-and-pop businesses. At the same time, Santa Fe's strong tourist economy provides an offsetting cushion, as steady visitor demand often helps small firms maintain customer flow and absorb cost adjustments more successfully than similar businesses in non-tourist markets.

- *Relocation to nearby low-wage areas:* Evidence of relocation to nearby areas is weak; businesses in location-specific industries (hotels, restaurants) cannot easily move.

- *Wage compression inside firms:* Raising the floor can compress pay ladders, prompting adjustments for supervisor and near-minimum workers; recent evidence finds intra-firm spillovers upward and some narrowing of wage dispersion.[23]

- *More temp vs. permanent:* Some evidence suggests substitution toward part-time or temporary contracts to maintain flexibility, but it is not widespread.

- *Favoring big over small***:** Larger chains can spread costs and adapt technology faster, which can shift competitive balance.

- *Technology substitution:* Over the long run, higher labor costs can accelerate automation (self-order kiosks, scheduling software), but adoption is incremental, not immediate.

## Synthesis: Implications of a Living-Wage Adjustment in Santa Fe

**Taken as a whole, the evidence indicates that raising Santa Fe's living wage primarily functions as an income transfer to low-wage workers in a service-intensive economy, with modest price adjustments, small average employment effects, and important distributional gains.** National quasi-experimental studies find clear wage increases for directly affected workers and little to no net job loss on average at typical policy magnitudes (Allegretto, Dube, Reich, & Zipperer, 2017; Cengiz, Dube, Lindner, & Zipperer, 2019). Where risks arise, they tend to appear as hours compression at the very bottom of the wage distribution following larger or faster hikes, with youth and very low-experience workers most sensitive (Jardim et al., 2017). On the cost side, firms partially pass through higher labor costs—especially in restaurants and hospitality—producing low single-digit price changes for mid-teens percentage increases in the wage floor (Aaronson, 2001; Lemos, 2008; Renkin, Montialoux, & Siegenthaler, 2020). Offsetting these costs, multiple studies document declines in turnover and improvements in retention that recoup a portion of higher payroll outlays, a channel that is salient in Santa Fe's seasonal, visitor-facing sectors (see summaries in UNM BBER, 2024).

[23] https://elizaforsythe.web.illinois.edu/wp-content/uploads/2023/07/Effect_of_Minimum_Wage_on_Establishments.pdf

With Santa Fe's structure (20% leisure and hospitality employment, large public-sector employment, and elevated housing costs) conditions both the reach of the policy and the channels through which it operates. A material share of the workforce is clustered near the wage floor in food service, lodging, retail, and building/grounds maintenance; consequently, a living-wage adjustment will directly lift earnings for thousands of workers and indirectly raise near-floor wages through internal equity adjustments ("wage compression"). Because a substantial portion of local demand is tourism-based, the city's visitor economy provides greater pricing latitude than in tradable-goods industries, which helps buffer employment impacts even as menu and room rates adjust incrementally. For public finance, higher nominal wages and small price pass-throughs tend to support gross-receipts-tax bases at the margin; the literature and BBER's synthesis suggest little aggregate employment drag, so revenue downside risks are most likely to be sector-specific rather than city-wide (CBO, 2019; UNM BBER, 2024).

Overall, the research indicates that Santa Fe's living wage policy is likely to achieve its core goal: raising earnings for thousands of low-wage workers while producing only modest and manageable adjustments for employers. With a strong tourism base, a large share of public-sector employment, and a diversified service economy, Santa Fe is well positioned to absorb these changes. In practice, the policy functions as a targeted income transfer that strengthens household purchasing power, stabilizes local demand, and supports long-term workforce retention. Far from being a drag on growth, the evidence suggests Santa Fe's living wage can enhance both equity and resilience, ensuring the city's economy remains vibrant while delivering tangible gains for workers and families.

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## Summary of Value

This proposal offers the City of Santa Fe a clear, evidence-based framework for evaluating potential minimum wage adjustments. By combining updated scenario modeling, a comprehensive companion analysis, and public engagement, Erebor LLC will provide tools for both policymakers and community stakeholders to better understand the economic tradeoffs at stake. Our approach balances scholarly rigor with practical application, ensuring that projections are grounded in robust data and communicated in accessible terms. This integrated approach reflects Erebor's commitment to supporting transparent, informed policymaking that advances both economic vitality and equity in Santa Fe.

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2025-21**

**INTRODUCED BY:**

Mayor Alan Webber

**A BILL**

**AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 28-1.1 of SFCC 1987 (being Ord. No. 2002-13, § 1) is included for reference without amendments:**

**28-1.1 Short title.**

This section may be cited as the "Living Wage Ordinance".

**Section 2. Section 28-1.2 of SFCC 1987 (being Ord. No. 2007-43, § 1) is amended to read as follows:**

**28-1.2 Legislative findings.**

A. The governing body of the city [~~has determined that~~] made findings in 2002, amended in 2003, and then amended again in 2007 as follows:

[~~A~~] (1). The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for

underscored material = new [~~bracketed material~~] = delete

workers and their families;

[~~B~~] (2). Many Santa Fe workers earn wages insufficient to support themselves and their families;

[~~C~~] (3). Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

[~~D~~] (4). Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

[~~E~~](5). The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

[~~F~~] (6). Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

[~~G~~] (7). Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

[~~H~~] (8). When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce

the ability of low- and moderate-income residents to access affordable housing. As a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

[~~I~~] (9). It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

[~~J~~] (10). According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

[~~K~~] (11). According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

[~~L~~] (12). The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

[~~M~~] (13). The governing body has found that limiting coverage of the minimum

wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.

B. In 2025, the governing body of the city finds as follows:

(1) The legislative findings in SFCC 1987, Section 28-1.2, numbered 1 through 4, 6 through 8, 12, and 13 remain relevant today.

(2) Updating the legislative findings in SFCC 1987, Section 28-1.2, numbered 5 and 9 results as follows:

i. The average earnings per job in Santa Fe County are twelve percent (12%) below the national average.

ii. According to the 2023 Census, approximately twelve and two-tenths percent (12.2%) of the Santa Fe community lives below the poverty level.

(3) According to American Community Survey data, median gross rent for occupied units paying rent in the city of Santa Fe increased by twenty eight percent (28%) between 2015 and 2021, rising from $970 to $1,245.

(4) The city has implemented, or attempted to implement, numerous strategies to address housing affordability, including, but not limited to, the Santa Fe Homes Program, Low Priced Dwelling Units, Affordable Housing Trust Fund, three percent (3%) High-End Excise Tax for Affordable Housing, and donation of City-owned land.

**Section 3. Section 28-1.3 of SFCC 1987 (being Ord. No. 2003-8, § 2) is included for reference without amendments:**

**28-1.3 Authority of the city of Santa Fe.**

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by Section 3-17-1 et seq. and Section 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act Section 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter".

**Section 4. Section 28-1.4 of SFCC 1987 (being Ord. No. 2003-8, § 3) is included for reference without amendments:**

**28-1.4 Purpose.**

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to do business in Santa Fe.

**Section 5. Section 28-1.5 of SFCC 1987 (being Ord. No. 2007-43, § 2) is amended to read as follows:**

**28-1.5 Minimum wage payment requirements.**

A. The following entities shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall

pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.00); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.00) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On January 1, 2006 , the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. Beginning January 1, 2027, the minimum wage shall be an hourly rate of seventeen dollars and fifty cents ($17.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as an element of wages. On March 1, 2028, the minimum wage shall be increased by the average of the annual increase of the following two factors:

(1) the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, the Western Region, as published by the United States Bureau of Labor Statistics ("Western Region CPI-U"); and

(2) Fair Market Rent ("FMR")for a two-bedroom unit in Santa Fe, New Mexico, as published annually by the United States Department of Urban Development ("HUD").

If either factor is unchanged or decreases, then the minimum wage shall increase by a rate that is equal to half the percent increase of the other factor. If both factors are unchanged or decrease, then the minimum wage shall remain the same. In other words, the annual increase to the minimum wage shall be calculated as follows: annual increase = 0.50 (annual percent increase (if there is one) to Western Region CPI-U) + 0.50 (annual percent increase (if there is one) to the HUD's FMR for a two- bedroom unit in Santa Fe). Increases to the minimum wage rate shall not exceed five percent and the minimum wage shall not decrease.

[~~C~~] D. For workers who customarily receive more than one hundred dollars ($100.00) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited toward[~~s~~] satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

[~~D~~]E. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

[~~E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten (10) employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.~~]

**Section 6. Section 28-1.6 of SFCC 1987 (being Ord. No. 2003-8, § 5) is included for reference without amendments:**

**28-1.6 Prohibitions against retaliation and circumvention.**

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property.

**Section 7. Section 28-1.7 of SFCC 1987 (being Ord. No. 2004-38-, § 1) is included**

**for reference without amendments:**

**28-1.7 Reserved.**

Editor's note— Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

**Section 8. Section 28-1.8 of SFCC 1987 (being Ord. No. 2003-8, § 6) is amended to read:**

**28-1.8 Enforcement; remedies.**

A. *Administrative Enforcement.* The city manager, or [~~his/her~~] their designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be

appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

**Section 9. Section 28-1.9 of SFCC 1987 (being Ord. No. 2002-13, § 9) is included for reference without amendments:**

**28-1.9 Effect.**

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, § 19.

**Section 10. Section 28-1.10 of SFCC 1987 (being Ord. No. 2003-8, § 7) is included for reference without amendments:**

**28-1.10 Severability.**

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section.

**Section 11. Section 28-1.11 of SFCC 1987 (being Ord. No. 2003-8, § 8) is included for reference without amendments:**

**28-1.11 Notice; posting; and publication.**

Any business subject to the provisions of this section shall as a condition to obtaining and holding

a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration.

**Section 12. Section 28-1.12 of SFCC 1987 (being Ord. No. 2003-8, § 9) is amended to read as follows:**

[~~The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community~~] The city shall contract for a study or studies to determine the effects of the Living Wage Ordinance No. 2025-___ including, but not limited to, effects on the following: low-wage employment and hours in hospitality and retail sectors; business openings and closures in food service and lodging sectors; Gross Receipts Tax trends in hospitality linked North American Industry Classification System codes; worker turnover and vacancy durations; and youth employment. The study shall be presented to the governing body no later than July 1, 2029.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Sep 4, 2025 11:17:35 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/Bill/2025/Living Wage*

**FIR No. 10707.1**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** X **Resolution:** _____

**Short Title(s):** Living Wage Ordinance Update

**Sponsor(s):** Mayor Alan Webber

**Reviewing Department(s):** City Attorney's Office

**Staff Completing FIR:** Rod Gould, Senior Advisor and Public Engagement Coordinator
**Date:** 8/26/2025 **Phone:** 505-637-1907

**Reviewed by City Attorney:** Erin McSherry Erin McSherry (Sep 4, 2025 11:17:35 MDT) **Date:** 09/04/2025

**Reviewed by Finance Director:** Emily K. Oster **Date:** 09/04/2025

**Summary:**
The proposed bill would amend SFCC 1987, Section 28, the Living Wage Ordinance, to increase the living wage in the city of Santa Fe, beginning January 1, 2027, to an hourly wage of seventeen dollars and fifty cents ($17.50). The proposed bill retains the existing exceptions. Additionally, the bill establishes a new formula for calculating annual increases to the living wage by using an average of the rate increases United States Bureau of Labor Statistics' Western Region Consumer Price Index ("Western Region CPI") and the United States Department of Housing and Urban Development's ("HUD") fair market price rental of a two-bedroom unit in Santa Fe. Lastly, the annual adjustments to the living wage would be limited to five percent (5%) of the prior year's wage, and the bill prohibits decreases to the wage, preventing the living wage from going down in the case of an economic crisis.

**Departments Affected:**
City Attorney's Office, Finance Department, Economic Development Division, Tourism Division, Public Works Department, Public Utilities Department, Constituent Services, and Community Services Division.

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, then the City would not update its living wage law to calculate annual increases by using the average of the rate increases of the Western CPI and HUD's fair market rental price of a two-bedroom unit in Santa Fe. The gap between what entry and low-skilled workers are paid and the annual wage required to live in Santa Fe would widen.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
This legislation relates to adopted legislation aimed at increasing the supply of affordable housing in Santa Fe and making living and working in Santa Fe more affordable. Examples of such laws are the Santa Fe Homes Program, requirements for Low Priced Dwelling Units, Affordable Housing Trust Fund, and resolutions donating City-owned land, Community Development Block Grant Funding, and zoning ordinances providing density bonuses for affordable housing.

**Performance and Administrative Implications:**
None at this time.

**Fiscal Implications:**
According to the most recent Position Organization Listing from the City's Human Resources Department for the pay period ending August 1, 2025, the City employs eighteen (18) employees whose hourly pay rate was less than $17.50 per hour. These employees work mostly in Tourism, Public Works, and Public Utilities. There is one person in Community Services, who has a pay rate of $16.9591 per hour. Although they all have a significant benefits package that places their compensation for Living Wage purposes above $17.50, it is advisable to bring their base pay to that level. The amount needed to increase all eighteen (18) employees' hourly rates to $17.50, including adding forty percent (40%) for benefits) annualized based on 2080 work hours in a year equates to $13,467.71. The cost to contract for a study or studies to determine the effect of the Living Wage Ordinance would be $50,000 and the study would be presented to the Governing Body no later than July 1, 2029. There also may be changes to the Gross Receipts Tax; however, the details are not currently known.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2026 | FYE 2027 | FYE 2028 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ 7,000 | $ | N | R | General | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ 50,000 | | | Economic Development | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ 7,000 | $ 50,000 | | | | $ 57,000 |

**Expenditure Narrative:**

The increase in the Living Wage is to take effect in early 2027. The $7,000 in FYE 2027 is half the annual cost increase for the affected employees. The $50,000 budgeted for FYE 2028 is allocated for the study to determine the effect of the Living Wage Ordinance.

**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:**

None

**Signature:**
ROD GOULD (Sep 4, 2025 17:18:54 MDT)

**Email:** rsgould@santafenm.gov

CITY OF SANTA FE

# Memorandum

**Date:** August 15, 2025

**To:** Governing Body; Public Works and Utilities Committee; Finance Committee

**From:** Jesse Roach, Interim Public Utilities Director JR

**RE:** Amending Fluoridation Ordinance 25-1.8

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## EXECUTIVE SUMMARY:

This bill would require monitoring of the naturally occurring level of fluoride in the City's municipal water supply and end the requirement for supplemental fluoridation of that water supply.

## BACKGROUND AND JUSTIFICATION:

*Current Code & Federal Guidance*

Santa Fe City Code (25-1.8) directs fluoridation of the municipal water supply to maintain a concentration between 0.8 and 1.2 parts per million (ppm), while the Center for Disease Control (CDC) has recommended a concentration of 0.7 ppm in drinking water for the purpose of dental health since 2015. Emerging, but unsettled science suggests possible negative cognitive impacts in children at levels associated with current federal guidelines. In 2024, a California District Court judge in the case *Food & Water Watch, Inc. vs. United States Environmental Protection Agency* found that fluoridation of water at the level currently recommended by the United States poses an "unreasonable risk" of reduced IQ in children. The judge also noted that "this finding does not conclude with certainty that fluoridated water is injurious to public health." Rather, "there is an unreasonable *risk* of such injury", sufficient to require the Environmental Protection Agency "to engage with a regulatory response." A regulatory response would be a rulemaking, during which the EPA would consider options ranging from requiring a notice be provided to the public, to prohibiting manufacture or distribution. This remains an area of active public policy and scientific debate, and additional investigation will be necessary to improve understanding of potential cognitive impacts associated with fluoridated water.

*Naturally Occurring Fluoride in Santa Fe Water*

The City of Santa Fe ("City") typically meets about 80% of water demand with river water, and the remainder comes from wells. Fluoride occurs naturally in the river water the City utilizes and is not removed by the City's treatment plants. Within the past decade background fluoride concentrations in treated water from the Canyon Road Water Treatment Plant ("CRWTP") and the Buckman Direct Diversion ("BDD") Water Treatment Plant (BDDWTP) have typically ranged from 0.2 to 0.7 ppm*.

*Infrastructure Upgrades Necessary to Accurately Add Fluoride*
Currently, fluoride can be added to water treated at CRWTP. However, equipment limitations make it difficult to accurately add fluoride at low flows. As a result, the City is currently only fluoridating water from CRWTP when flows from that plant are above 4 million gallons per day. Fluoride can also be added to water treated at BDDWTP, but because BDDWTP is jointly operated with the County, and governed by its own board which has not adopted a fluoridation policy, this equipment is not used. To add fluoride from BDDWTP water after treatment, but before delivery to City customers, would require system upgrades. Equipment at wells would also need to be replaced to fluoridate well water. Staff estimates that between $400k and $600k of capital investment would be necessary to accurately add fluoride to consistent levels for all water delivered to City customers.

*Safety Considerations*
The Sodium fluorosilicate powder that is used to fluoridate at CRWTP is a breathing and skin contact hazard.

*Operations Costs to Add Fluoride*
City staff estimates that fluoridating City potable water from an average background concentration of between 0.3 ppm and 0.6 ppm* to the current code target of 1 ppm would cost approximately $30,000-$40,000 per year in sodium fluorosilicate material.

*Conclusion*
There are dental benefits associated with having fluoride in drinking water. The findings in the *Food & Water Watch, Inc.*, California district court case also concluded that there are risks associated with fluoridation. In addition, the current level required by City Code exceeds CDC guidance of 0.7 ppm. Natural fluoride in City water provides on average 0.5 ppm and at times up to 0.7 ppm. Adding more fluoride to increase that level to code requirements involves safety risks, would be expensive, and is perhaps unwarranted. The advisable course of action at this time is to remove the code requirement, monitor the natural levels, and monitor legal and scientific developments at the national level.

* From 2018 to 2021, 507 fluoride samples were taken at BDD and the average value was 0.58 ppm and half of the measurements were between 0.5 and 0.7 ppm inclusive. In 2023 and 2024, 190 fluoride samples were taken at CRWTP and the average value was 0.29 ppm and half of the measurements were between 0.23 and 0.33 ppm inclusive. In the distribution system in 2021 and 2022, 320 fluoride samples were taken and the average value was 0.49 ppm and half of the measurements were between 0.3 and 0.6 ppm.

**ATTACHMENTS:**

Bill and FIR

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2025-17**

**INTRODUCED BY:**

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

underscored material = new [~~bracketed material~~] = delete

**A BILL**

**AMENDING SFCC 1987, SECTION 25-1.8 (A) TO REQUIRE THE CITY OF SANTA FE ("CITY") TO CONTINUE TO MONITOR THE NATURALLY OCCURRING FLUORIDE LEVELS IN ITS WATER SYSTEM AT REPRESENTATIVE SAMPLE LOCATIONS AND TO END THE REQUIREMENT TO ADD FLUORIDE TO THE SYSTEM.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 25-1.8 of SFCC 1987 (being Ord. No. 2003-25, § 32, as amended) is amended to read:**

**25-1.8 Fluoridation of water supply**

A. [~~The water supply of the city shall be fluoridated by the addition of sufficient fluoride ion to raise the concentration of fluoride ion reaching each customer to an optimal level on one (1) part per million parts of water. The fluoride ion level shall be maintained between a minimum of eight tenths (.8) part per million parts and a maximum of one and two tenths (1.2) parts per million parts of water.~~]

~~B.~~] The city shall monitor naturally occurring fluoride ion levels in representative

sample locations at least once per month. The water division shall report the results of the monthly monitoring in its annual water quality report.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Aug 19, 2025 13:16:41 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

**FIR No. 10694.0**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** X **Resolution:** _____

**Short Title(s):** Cease Augmenting Fluoride Levels in Drinking Water

**Sponsor(s):** Councilor Romero-Wirth and Councilor Jamie Cassutt

**Reviewing Department(s):** Public Utilities Department (Water Division)

**Staff Completing FIR:** Jesse Roach, Interim Public Utilities Department Director **Date:** 07/02/2025

**Phone:** (505) 955-4309

**Reviewed by City Attorney:** Erin McSherry Erin McSherry (Aug 19, 2025 13:16:41 MDT) **Date:** 08/19/2025

**Reviewed by Finance Director:** Emily K. Oster **Date:** 08/19/2025

**Summary:**
The proposed Bill amends Section 25-1.8 to require the City of Santa Fe ("City") to continue to monitor naturally occurring fluoride levels in the City's municipal water system and stop requiring the City add fluoride to the municipal water supply to achieve a specific range of concentrations.

**Departments Affected:**
Public Utilities Department

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, the City's Code will continue to require the Water Division of the Public Utilities Department (PUD) to add fluoride to drinking water to between eight-tenths (.8) part per million and one and two-tenths (1.2) parts per million, which is above Center for Disease Control guidance, of 0.7 parts per million. If the requirement to add fluoride remains, the Water Division will also need to invest an estimated $400,000 to $600,000 on fluoridation infrastructure and support an ongoing budget of $30,000 to $40,000 per year in fluoride material costs.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None identified.

**Performance and Administrative Implications:**
This bill would simplify operational requirements in the City's water system.

**Fiscal Implications:**
This bill would result in reduced capital costs to PUD of between $400,000 and $600,000 in FY2027 and a reduction in ongoing operational costs of between $30,000 and $40,000 per year.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE '26 | FYE '27 | FYE '28 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $(500,000) | $ | | NR | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $(20,000) | $(35,000) | $(35,000) | | R | | $ |
| Total: | $(20,000) | $(535,000) | $(35,000) | | | | $ (590,000) |

* This includes all staff time associated with executing the job functions of the proposed legislation.

**Expenditure Narrative:** Implementation of this bill will save PUD approximately $590,000 in the next three years. Materials costs are assumed to be less than long term need in FYE 2026 due to current lack of infrastructure necessary to fluoridate all water.

**Revenue**

| Revenue Type | FYE '26 | FYE '27 | FYE '28 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:** There are no revenue implications associated with this bill.

**Signature:**
**Email:** jdroach@santafenm.gov

CITY OF SANTA FE

# Memorandum

**Date:** August 19, 2025

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

**From:** Xavier Martinez, Constituent Services Manager

**Via:** Andréa Salazar, City Clerk

**RE:** Updating Permit Renewal Requirement for Long-Standing Vendors

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**SUMMARY:**

The proposed bill would amend SFCC 1987, Section 23-5.5, to allow plaza pushcart vendors who have completed twenty-five (25) consecutive years of vending and have remained in good standing with the City of Santa Fe the ability to renew their license every ten (10) years rather than five (5) years. Ten-year license applications would not be required to submit photographs and blueprints and would not be required to participate in juried vendor selection.

**ATTACHMENTS:**

Bill
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2025-19**

**INTRODUCED BY:**

Councilor Signe Lindell

**A BILL**

**ESTABLISHING A TEN (10) YEAR PLAZA PUSHCART VENDOR LICENSE FOR WHICH VENDORS WHO HAVE COMPLETED TWENTY- FIVE (25) CONSECUTIVE YEARS OF VENDING ARE ELIGIBLE TO APPLY.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 23-5.5 of SFCC 1987 (being Ord. No. 2017-21, Section 2, as amended) is amended to read:**

**23-5.5 – Plaza pushcart vendors; licenses; requirements; selection process; conditions of operations**

A. *Short Title*. This section may be cited as the "Plaza Pushcart Ordinance."

B. *Plaza Pushcart Vendor Licenses.* Plaza pushcart vendor licenses may be granted at the discretion of the city manager. Such licenses shall be privileges of the holders of a license, subject to the provisions of this chapter. Such licenses are not and shall not be construed as rights in property or otherwise; and may be revoked by the city at any time, subject to the provisions of this chapter.

underscored material = new [~~bracketed material~~] = delete

C. *Number of Plaza Pushcart Vendor Licenses.* The city manager may issue up to six (6) Plaza pushcart vendor licenses per term.

D. *Location.* At the discretion of the city, the locations of the plaza pushcart vendors may be designated in the Plaza Park; the Plaza; or the Plaza periphery.

E. *Term.* A vendor license shall be valid for a period of five (5) or ten (10) years from January 1 or the date issued, whichever is later, of the first year to December 31 of the fifth or tenth year, as applicable, subject to the provisions of this chapter.

F. *Requirements for Plaza Pushcart Vendor License Applications.*

(1) The city shall give public notice of the application period by whatever no-fee notice or announcement channels are available through local print, audio or video media. [~~For the 2015-2017 license term, application shall be made during the month of April 2015. For the 2018-2022 license term, application shall be made during the month of October 2017.~~] Every five years [~~thereafter~~], application shall be made during the month of September. The city manager may renew licenses for a five (5) year period or, for vendors who have completed twenty- five (25) consecutive years of vending and have remained in good standing with the city, a ten (10) year period.

(2) Each applicant shall be required to:

(a) Pay an application fee. The application fee shall be established by a resolution adopted by the governing body;

(b) Allow disclosure of the applicant's name and address as a matter of public record;

(c) Provide a state taxpayer identification number;

(d) Except for new businesses, provide a letter of good standing from the New Mexico taxation and revenue department and the New Mexico environment department;

(e) Be a resident of Santa Fe county;

(f) Describe on the application the type of food product the applicant will offer for sale, including prices; and

(g) Designate on the application the proposed hours of operation of the Plaza pushcart.

(3) Only one (1) Plaza pushcart vendor license shall be allowed per immediate family.

(4) The applicant shall affirm, in the presence of a notary public, that if the applicant is granted a Plaza pushcart vendor license:

(a) The license fee, or any portion thereof, is nonrefundable.

(b) During the term of the license, the applicant shall maintain adequate insurance in at least the amounts stated in the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the city on an annual basis during the term of the license. The insurance policy shall:

(i) Name the city of Santa Fe as an additional insured on the policy; and

(ii) State that the city shall be notified no less than thirty (30) days in advance of cancellation of such insurance policy for any reason. Prior to operation as a Plaza pushcart vendor, the Plaza pushcart vendor shall furnish the city with a copy of a certificate of insurance.

(c) The applicant shall comply with all provisions of the Plaza Pushcart Ordinance, subsection 23-5.5 SFCC 1987, and any other applicable laws; and acknowledges that violation of this section or any other applicable law constitutes grounds for permanent revocation of the license.

(5) An application may not be submitted by any person who previously was

issued a Plaza pushcart vendor license whose license was revoked according to the procedures for revocation of the license set forth in subsection 23-5.5J.

(6) Each application shall include:

(a) Four (4) photographs of the Plaza pushcart vendor's cart, with views of the front, back and each side of the cart, and the specifications of the cart; or

(b) A set of blueprints and specifications of each elevation of the proposed cart, if the cart has not been built.

(7) If a Plaza pushcart license is awarded, the vendor shall be required to obtain a permit to operate as a food establishment from the New Mexico environment department.

(8) Each applicant shall submit six (6) copies of the application, with original photographs or blueprints and specifications attached. Photographs shall have been taken no more than one (1) year before the date the application is submitted. Photographs shall be no larger than eight and one-half inches by eleven inches (8½"×11").

(9) Each application shall be reviewed by city staff for completeness. Incomplete applications shall not be considered.

(10) The pushcart vendor license fee, as established by resolution of the governing body, shall be paid to the city. No refund of any portion of the fee shall be made when a license is relinquished or revoked. If fees are not paid accordingly, the license shall be revoked.

G. *Procedures for License Selection.*

(1) When [~~necessary~~] there are more applicants than available licenses, the city manager shall designate a jury panel comprised of five (5) members who are residents of the city of Santa Fe to select the Plaza pushcart vendors. Prior to the designation of the

panel, the city shall disclose the names of the pushcart applicants to potential panel members and the names of the potential panel members to the applicants.

(a) A jury panel member shall be prohibited from serving on the panel if they are related to an applicant for a Plaza pushcart license by consanguinity or affinity to the third degree. For purposes of this section consanguinity means related by blood; affinity means one's spouse or related through one's spouse; and third degree means aunts, uncles, nieces and nephews.

(b) A jury panel member shall not be allowed to serve on the panel if they have a conflict of interest with any applicant in accordance with the city of Santa Fe Code of Ethics Ordinance, Section 1-7 SFCC 1987.

(c) Each jury panel member shall affirm that they shall be fair and impartial during the selection process.

(2) The jury panel shall review and score each application separately. Scoring shall be based on the following number of points and criteria:

(a) Up to fifty (50) points for quality, freshness, taste and cost of food.

(b) Up to thirty (30) points for a personal interview with the applicant, at which time the applicant shall be required to explain how each food item that the applicant is proposing to sell is prepared and demonstrate how at least one food item is prepared.

(c) Up to ten (10) points for the design of the pushcart.

(d) Up to ten (10) points for compatibility and diversity of the pushcart and food items with Plaza activities.

(3) Scores shall be calculated by city staff. The results shall be ranked numerically and licenses shall be awarded in order of rank, from highest score to lowest. In the event there is a tie in the ranking of applicants, the jury panel shall determine the

appropriate means by which the tie shall be broken. The city shall provide written notice of the jury panel's ranking. An applicant may appeal to the city manager the decision of the jury panel within fifteen (15) days of the date of the city's notice of ranking. The city manager or their designee has sole discretion to grant or deny the appeal. The ranking of applications may be adjusted based on the outcome of the appeal process.

(4) After the appeal period has ended and any adjustments have been made to the ranking, the city shall mail notification of approval of licenses to the successful applicants.

(5) Prior to issuance of any license, the city shall assign pushcart spaces on the Plaza Park, the Plaza or the Plaza periphery. An applicant who had a license the previous license period who receives a license for the upcoming license period may retain the space [~~he or she~~] the applicant used previously. Otherwise, spaces shall be assigned by means of a lottery.

(6) Each successful applicant shall obtain a city business registration as set forth in Section 18-2 SFCC 1987 for use only on the Plaza, in the Plaza park or on the Plaza periphery.

(7) The annual Plaza pushcart vendor license fee may be paid in full or in two (2) increments. The full or initial increment shall be paid within thirty (30) days of the date of the written notification of approval; the second increment shall be paid no later than six (6) months from the date of issuance of the license. If the license fee is not paid within thirty (30) days of the date of the written notification, the license shall be issued to the applicant with the next-highest score.

(8) Vendors who have had a plaza vendor license for twenty-five (25) years or more without recorded violations of the Plaza Pushcart Ordinance, SFCC 1987, Section 23-5.5, may apply to renew their pushcart vendor licenses for ten (10) years. Vendors

applying for a ten-year permit shall do so as described in 23-5.5(F), but they are not required to submit the photos and blueprints required by parts (F)(6) and F(8). In addition, vendors applying for a ten-year permit are not subject to the jury review described in parts G(1) through (4). Vendors with a ten-year permit shall pay the annual pushcart vendor license fee as described in Section 23-5.5(G)(7), in addition to the application fee described in F(2), and may apply for subsequent ten (10) year permits.

(9) In the event that a Plaza pushcart vendor space is available but no qualified applicant remains from the selection process, the city may repeat the selection process and issue licenses for the remaining time.

H. *Conditions of Operation.*

(1) Plaza pushcart license holders are prohibited from receiving money, goods or services for use of their designated space.

(2) Plaza pushcart vendors shall not hinder or impede pedestrian flow on any sidewalk within the Plaza Park or traffic flow on any street surrounding the Plaza Park.

(3) Plaza pushcarts shall occupy no more than ninety-six (96) square feet (twelve feet by eight feet (12'×8')). Such space shall include a cart no larger than four feet by eight feet by eight feet (4'×8'×8'), an umbrella if desired, a thirty-two-gallon trash can and a fire extinguisher (class 2A1OBC) as required by the city fire code.

(4) Plaza pushcarts shall pass a city mandated fire inspection.

(5) During the term of the license, push cart vendors may offer for sale only the products that were indicated on the license application and accepted by the jury panel.

(6) Loud speakers, for voice transmission and amplification of music, banging, hawking or yelling are prohibited.

(7) Signs of all types are prohibited except the following:

(a) Standard size business cards;

(b) A sign that provides method of payment, not to exceed eight and one-half by five and one-half inches (8½"×5½"); and

(c) A total of three (3) square feet for a sign or signs, attached to the cart, which may include the name of the business and the menu.

(8) The pushcart vendor's current business registration shall be available onsite for inspection at all times of operation.

(9) The pushcart vendor shall identify on the application the names of the individuals who are authorized to sell from the pushcart, along with the vendor. Such individuals may include one (1) member of the pushcart vendor's immediate family, or designee, one (1) non-immediate family member and one (1) employee of the vendor. Up to two (2) times per year, during the license term, the license holder may change the names of the designated individuals. <u>If a vendor's or authorized person's name or address changes, the vendor shall update the vendor's registration with the updated information within thirty (30) days of the change.</u>

(10) The pushcart vendors shall operate their licenses as follows:

(a) For the months of March through October, pushcart vendors shall be set up a minimum of twenty (20) days per month, for six (6) hours per day, between the hours of 8:00 a.m. to 10:00 p.m., during the term of the license. This requirement may be modified by the city because of inclement weather.

(b) During the months of November through February, pushcart vendors may be set up as the weather permits.

(c) Pushcart vendors shall not be set up after 12:00 noon on a day prior to a major commercial event specified in subsection 23-5.2A SFCC 1987 or at any time on the days a major commercial event is held on the Plaza. A pushcart vendor may apply to the sponsors of the major commercial events for inclusion as

one of the vendors at that event.

(d) The city may request that pushcart vendors cease operation due to construction, for security reasons or in the event of an emergency.

(11) The city shall designate temporary vehicle parking for the setup or tear down of pushcarts provided that Plaza pushcart vendors shall obtain a loading zone permit from the city parking division and comply with the requirements for such permit.

(12) Plaza pushcart vendors shall be liable for paying applicable municipal gross receipts tax and submit a current letter of good standing from the New Mexico taxation and revenue department to the city manager or designee in a sealed envelope. Letters shall be submitted on an annual basis no later than December 31. A plaza pushcart vendor license is subject to revocation if any plaza pushcart vendor fails to deliver a current letter of good standing to the city manager or designee.

(13) The city manager may adopt a code of conduct that shall apply to all pushcart vendors.

I. *Transfer of License.* A license is not transferable except as follows:

(1) If at any time after issuance of a license, a pushcart vendor is not going to use a license, the vendor shall notify the city and relinquish the license.

(2) The city may revoke a license if the city determines that the license has not been used for more than twenty (20) days within a calendar month, for the months of March through October. The city may offer the remaining time on the license to the next qualified applicant from the selection process set forth in this section.

(3) If a pushcart vendor dies or becomes incapacitated, the city manager may offer the remaining time on the license to a member of the Plaza push cart vendor's immediate family, or designee, who has been identified on the application. However, at the expiration of the license period, that immediate family member or designee shall be

considered a new applicant in the selection process should they decide to apply.

J. *Enforcement.*

(1) The city shall inspect all pushcarts at least monthly to confirm compliance with this section and any applicable laws. Upon determining that the pushcart vendor is in violation of any provision of this section, the city may suspend or revoke the license subject to the provisions of Section 23-5 SFCC 1987.

(2) The city shall investigate complaints alleging violation of this section provided that the complaint is signed by the complainant and includes the complainant's telephone number and address.

(3) Any vendor found to be out of compliance with this section shall be notified in writing, by certified mail or personal service, of the violation and shall have ten (10) calendar days from the date of the notice to come into compliance. If the violation is not corrected, the vendor shall be notified in writing, by certified mail or personal service, that the license is suspended for fifteen (15) days. If the vendor is found to not be in compliance a second time within a license period, the vendor shall be notified in writing, by certified mail or personal service, that the license is suspended for thirty (30) days. If the vendor is found to not be in compliance a third time within a license period, the vendor shall be notified in writing, by certified mail or personal service, that the license is revoked.

(4) Within five (5) calendar days of receiving a notice of violation, a vendor may request a hearing before the city manager or their designee.

K. *Termination of Pushcart Vendor License.* The city of Santa Fe reserves the right to terminate any or all Plaza pushcart vendor licenses, with or without cause, if such termination is found to be in the best interest of the city of Santa Fe. In the event of termination, the city shall provide a thirty-day written notice to each pushcart vendor whose license is being terminated.

L. *Amendments.* The city of Santa Fe reserves the right to amend the Plaza Pushcart

Vendor Ordinance prior to the expiration of any Plaza pushcart vendor license.

M. *Continuation of Plaza Pushcart Vendor License.* In the event that a jury panel has not been established or the applications have not been issued, the city manager may administratively extend the term of a license, not more than two (2) times, for no more than a six-month period each time.

N. *Review.* This subsection shall be reviewed by the governing body within one (1) year of adoption.

O. *Effective Date.* This subsection shall become effective immediately upon adoption by the governing body.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Aug 21, 2025 11:54:44 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/Bill/2025/Updating Permit Requirement for long-Standing Plaza Vendors*

**FIR No. 10700.1**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** X **Resolution:** _____

**Short Title(s):** Updating Permit Renewal Requirement for Long-Standing Vendors

**Sponsor(s):** Councilor Signe Lindell

**Reviewing Department(s):** City Clerk's Office and Office of Community Engagement

**Staff Completing FIR:** Xavier Martinez, Constituent Services Manager **Date:** 8/18/2025
**Phone:** (505) 955-4620

**Reviewed by City Attorney:** Erin McSherry Erin McSherry (Aug 21, 2025 11:54:44 MDT) **Date:** 08/21/2025

**Reviewed by Finance Director:** Emily K. Oster **Date:** 08/21/2025

**Summary:**
The proposed bill would amend SFCC 1987, Section 23-5.5, to allow plaza pushcart vendors who have completed twenty-five (25) consecutive years of vending and have remained in good standing with the City of Santa Fe ("City") the ability to renew their license every ten (10) years rather than five (5) years. In the event that information the vendor previously submitted in an application changes, the bill requires that the vender resubmit the application with the updated information at the first available application window.

**Departments Affected:**
City Clerk's Office and Office of Community Engagement (Constituent Services).

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, vendors who have completed twenty-five (25) consecutive years of vending would continue to renew their plaza pushcart vendor licenses every five (5) years, rather than the proposed 10-year renewal.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None.

**Performance and Administrative Implications:**
None.

**Fiscal Implications:**
Applicants who qualify for the proposed 10-year license renewal would only pay the application fee every ten years instead of every five years. Applicants would still be required to pay the license fee annually.

**Fiscal Impact**

____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 2025 | FYE 2026 | FYE 2027 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE 2025 | FYE 2026 | FYE 2027 | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:** Applicants who qualify for the proposed 10-year license renewal would only pay the application fee every ten years instead of every five years. Applicants would still be required to pay the license fee annually.

**Signature:**

**Email:** asalazar@santafenm.gov

**Signature:**

**Email:** xbmartinez@santafenm.gov

# City of Santa Fe

# Community Development Block Grant (CDBG)

# 2025-2026 Annual Action Plan

CITY OF SANTA FE

**PREPARED BY:**

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# Table of Contents


*Executive Summary* ..... *2*

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) ..... 3

PR-05 Lead & Responsible Agencies – 91.200(b) ..... 9

AP-10 Consultation – 91.100, 91.200(b), 91.215(l) ..... 10

AP-12 Participation – 91.105, 91.200(c) ..... 18

*Expected Resources* ..... *21*

AP-15 Expected Resources – 91.220(c)(1,2) ..... 21

*Annual Goals and Objectives* ..... *24*

Projects ..... 27

AP-35 Projects – 91.220(d) ..... 27

AP-38 Project Summary ..... 28

AP-50 Geographic Distribution – 91.220(f) ..... 32

*Affordable Housing* ..... *33*

AP-55 Affordable Housing – 91.220(g) ..... 33

AP-60 Public Housing – 91.220(h) ..... 35

AP-65 Homeless and Other Special Needs Activities – 91.220(i) ..... 37

AP-75 Barriers to affordable housing – 91.220(j) ..... 43

AP-85 Other Actions – 91.220(k) ..... 45

*Program Specific Requirements* ..... *50*

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

This document represents the Annual Action Plan for the City of Santa Fe for program year 2025. The Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2025 program year, HUD will entitle $633,475 in CDBG funding to the City of Santa Fe, of which approximately 20% ($153,475) is set aside for administrative costs.

Additionally, the City proposes to reprogram $223,905.68 of unspent funds from prior year projects and anticipates receiving $200,000 in program income for a total funding amount of $1,067,380.68. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of approximately $ 3,877,554 for the program year.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Over the upcoming year, the City of Santa Fe will prioritize mitigating the effects of socio-economic challenges, particularly regarding housing stability. Efforts will be directed towards maintaining housing

for residents and facilitating rehousing for those who have lost it. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table.

Planning objectives include:

- **Creating Suitable Living Environments (SL) –** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example

might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following bullets outline progress in meeting goals identified in the 2023-2027 Consolidated Plan. Although the City is currently only in the third quarter of the first program year of the 2023-2027 Consolidated Plan, accomplishments have already been achieved through CDBG and local funding in all four of the identified priority needs. These achievements are a testament to the strong partnerships the City supports with its nonprofit providers and subrecipient contractors.

- **1) Ending Chronic Homelessness.** In the first half of PY 2023, Youth Shelters has already served 70 youth experiencing homelessness or at risk of homelessness through their Street Outreach and Transitional Living Programs. Interfaith Community Shelters at Pete's Place utilized CDBG to provide overnight shelter stays to 418 individuals experiencing homelessness through their Summer Safe Haven For All Program. SFPS Adelante Program has served 640 students and their households who are either experiencing or at risk of homelessness. Local Affordable Housing Trust Fund (AHTF) funds were utilized to support the operations of Consuelo's Place Shelter which has provided non-congregate overnight shelter stays for 85 individuals or households in the first half of the program year. These accomplishments contributed to the progress on the following goals: 1A) Increase Availability of Supportive Services; 1B) Expand Options for Overnight Shelter Beds; and 1C) Increase and Improve Street Outreach and Support.
- **2) Ensuring Housing Stability For All.** Homewise received a CDBG allocation for their mortgage principal reduction program and has provided 2 mortgage assistance loans to low-moderate income households in the first half of the PY. Both Homewise and the Housing Trust received AHTF allocations for their mortgage assistance programs and have collectively provided loans to 16 first time homebuyers. These crucial programs both contribute to the Consolidated Plan Goal 2B) Expand Choice for Affordable Home Buying Opportunities.
- **3) Ensuring Homeownership Is Sustainable For All.** The mortgage assistance programs administered by Homewise and the Housing Trust also address Consolidated Plan Goal 3C) Maintain Financial Stability for LMI Homeowners, as the loans help buy down the principal and make the monthly payments sustainable for the first time homebuying households. SF Habitat for Humanity received a CDBG allocation for their Home Repair Program, which has so far provided emergency home repairs to 7 low-moderate income households. This important program

contributes to the progress of Consolidated Plan Goal 3A) Provide for Owner Occupied Housing Rehabilitation, as well as Consolidated Plan Goal 3B) Provide for Energy Efficiency Upgrades and Accessibility.

- **4) Improving Social Determinants of Health.** Youthworks received a CDBG allocation to convert their nonprofit facility into a state-of-the-art commercial training kitchen. This facility will serve as the cornerstone of their culinary job training program tailored for young individuals. Although the conversion is still underway, once completed, the Youthworks Social Justice Kitchen will provide economic opportunities for young Santa Feans and directly contribute to Consolidated Plan Goal 4A) Increase Economic Opportunities for LMI Populations. Finally, the El Camino Real Academy Safe-Routes-To-School connector trail is currently being constructed. CDBG has paid for the planning and design costs, as well as construction. The trail should be completed by May and will directly contribute to the following Consolidated Plan Goals: 4B) Expand Public Facilities and Infrastructure for LMI Populations, 4C) Expand Access to Open Spaces and Parks, and 4D) Expand Access to Transportation.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. Links to the City's broadcast channels are provided each week on the meeting agenda, accessible through the City's weekly meeting list. The public meeting schedule for the plan is as follows:

- Community Development Commission public meeting (June 18th)
- Annual Plan posted on City's website from (June 27th – July 11th, 2025)
- Quality of Life Committee public meeting (July 2nd, 2025)
- Finance Committee public meeting (July 7th, 2025)
- Governing Body public meeting (July 9th, 2025

The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish. The public hearing at the May 8 City Council meeting will be streamed on the City's YouTube channel, broadcast on KSFR 101.1 and the public can make comments via Zoom during the meeting or prior to the meeting via email.

**Methods of engagement.** Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and the public is invited to comment on the AAP and proposed use of funds as participants at virtual public meetings, by reviewing an electronic copy of the plan, and responding to a survey link on the City's website.

**Public outreach** is promoted through the City of Santa Fe and individual Council members' social media networks. Media relations includes a press release to local media and postings on the city's website. All

meetings during which the Plan is discussed and acted on are public and must follow the Open Meetings Act requirements regarding notice and accessibility.

**Partner outreach.** Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promote resident engagement opportunities to recruit focus group participants and encourage residents to participate in the community meeting events.

### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

All comments were accepted. See the AP-12 for a summary of comments.

### 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted. See the AP-12 for a summary of comments.

### 7. Summary

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness. Available resources will be deployed as quickly as possible to keep vulnerable people housed and their basic needs met. The City will continue its focus on low income "at risk" populations with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. Note that all projects establish income eligibility by using HUD's Area Median Income (AMI) statistic.

Projects recommended for CDBG funding for FY 2026 (Program Year 2025) include:

- Home Repair for Very Low Income Homeowners (Santa Fe Habitat for Humanity): Provides home repair services for people who can't afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.). The majority of homeowners who benefit from this program are elderly and considered very low income (VLI). **Proposed CDBG funding amount: $135,000.**
- Homewise (Energy Efficiency Improvements): Subsidize the cost of an energy efficient improvement and increase the scope of the project to include health and safety improvements not covered by energy efficiency funding. **Proposed CDBG Funding $85.000.**
- Santa Fe Community Housing Trust (Mortgage Reduction Assistance) Supports individuals and families in purchasing a home. **Proposed CDBG Funding Amount: $100,000 + Unused Funds: $116,952.84 + Program Income: $200,000 = $416,952.84**

- School-based Services for Homeless Students and Families (SFPS Adelante School Liaison): Provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services. **Proposed CDBG funding amount: $40,000.**
- Summer Safe Haven For All Shelter (Interfaith Shelter): Supports staffing costs to keep the shelter open during the summer months when it would normally be closed. Provides meals, short term support services and connection to longer term case management. **Proposed CDBG funding amount: $45,000**
- Youthworks Social Justice Kitchen Facility Renovation Project (Youthworks): Youthworks will utilize funds to convert its nonprofit owned facility into a commercial kitchen and café for job training for Opportunity Youth to gain hands-on employability skills and feed public. Funds will be used for framing, plumbing, electrical, and other interior and exterior renovations. **Proposed CDBG funding amount: $75,000 + Unused funds: $116,952.84 = $191,952.84**

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| Lead Agency | SANTA FE | |
| CDBG Administrator | SANTA FE | Office of Affordable Housing/City of Santa Fe |

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

### Consolidated Plan Public Contact Information

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## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

Because of the City's long-standing partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and through interdepartmental collaboration. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, health, and safety-net services. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap-around health and social services. The City also relies on its Office of Emergency Management to provide guidance related to preventing, protecting against, mitigating, preparing for, responding to, and recovering from emergencies or disasters in order to ensure that housing funds are expended with resilience in mind. The City is also designing a project for improving broadband service and accessibility by stimulating competition in services provision to open up economic opportunities for underserved communities and businesses.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

To enhance coordination and communication between agencies, the City of Santa Fe and Santa Fe County collaborated and formalized the CONNECT network. CONNECT is a network of over 60 local community programs and more than 200 navigators that work together to get residents connected to local resources. Residents are screened for social and health needs using the Social Determinants of Health (SDOH) and Evaluation screening tools, which ask questions about access to safe and stable housing and are then connected to local non-profit resources within the network. The CONNECT network has enhanced the coordination between providers and the clients served, using data from the network, the City has been able to analyze gaps in services, especially in housing and mental health services and drive policy and funding shifts to address critical needs. CONNECT has a leadership team, planning committee and operations team set up with providers and other stakeholders that work together to drive, coordinate and enhance how CONNECT serves the community.

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program, which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The Citys partner organizations, YouthWorks and Adelante have provided several programs to integrate disconnected youth

with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Interfaith, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG subrecipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Through the NMCEHs efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe Human Services and Children and Youth funding programs, the most vulnerable people experiencing homelessness are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and people experiencing chronic homelessness helps to coordinate the placement of the most vulnerable into housing. Youth are prioritized separately, with NMCEH facilitating a monthly case conferencing focused on clients 24 years-old and under, and housing is provided by utilizing the Youth Coordinated Entry System established under the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment where every family and individual experiencing homelessness has access to an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer people experiencing homelessness to the type of housing that best fits their needs. The assessment is used to create a prioritized list with individuals classified as chronically homeless at the top of the list for permanent supportive housing. NMCEH also coordinates the annual Continuum of Care grant application to HUD for homeless housing and support services statewide.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. CDBG funds will be used in the upcoming program year to support the Interfaith Shelters Summer Safe Haven for All, which provides shelter services during the hot summer months. CDBG Funds will also be utilized to support the Santa Fe Public Schools-Adelante program that supports families in mitigating financial barriers to lower academic withdrawals and maintain student retention.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate**

**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The Interfaith Community Shelter (ICS) is the largest minimal barrier homeless shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS shelters men and women year-round and provides Resource Days every Tuesday, Wednesday and Friday. By creating a "one-stop shop" ICS has incorporated within its design a service delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Day Partner Providers include Alcoholics Anonymous, Art for Life, Feed the Hungry, Goodwill Industries, Healthcare for the Homeless, New Mexico Legal Aid, The Life Link, Santa Fe Recovery Center, Southwest Care, Street Homeless Animal Project and Upaya/Mountain Cloud Zen Centers.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | SANTA FE CIVIC HOUSING AUTHORITY |
| | **Agency/Group/Organization Type** | Housing<br>PHA<br>Publicly Funded Institution/System of Care |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. |
| 2 | **Agency/Group/Organization** | Interfaith Community Shelter |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-homeless<br>Publicly Funded Institution/System of Care |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. |

| | | |
|---|---|---|
| 3 | **Agency/Group/Organization** | Youth Shelters & Family Services |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-homeless<br>Services - Narrowing the Digital Divide<br>Publicly Funded Institution/System of Care |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. |
| 4 | **Agency/Group/Organization** | Santa Fe Public Schools (SFPS) Adelante Program |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-homeless<br>Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide<br>Publicly Funded Institution/System of Care |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. |
| 5 | **Agency/Group/Organization** | ESPERANZA SHELTER BATTERED FAMILIES |
| | **Agency/Group/Organization Type** | Services-Victims of Domestic Violence<br>Services - Victims |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The sections of the Draft AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. |
| 6 | **Agency/Group/Organization** | City of Santa Fe |
| | **Agency/Group/Organization Type** | Agency - Managing Flood Prone Areas<br>Agency - Management of Public Land or Water Resources<br>Agency - Emergency Management<br>Publicly Funded Institution/System of Care |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homeless Needs - Families with children<br>Homelessness Strategy<br>Market Analysis |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The City of Santa Fe responded to challenges in our community by collaborating across departments and division to serve our partners in emergency situations. Some emergencies include: flooding and/or on-site fires by providing temporary housing for individuals and families. Departments include: -Public Works -Youth & Family Services -Community Health & Safety |

### Identify any Agency Types not consulted and provide rationale for not consulting

While the City works diligently to foster geographic balance, there are no identified blighted areas within the City limits, or extreme levels of poverty concentrated in census tracts requiring consultation with other entities or organizations at this time. Areas of 30% poverty have been addressed through the Opportunity Zones (OpZone) recently identified for the City which include small pockets of higher poverty rates. The engagement of individuals in these areas is being addressed during the City wide engagement plan process for the Midtown Campus project. Although establishment of services and businesses to contribute to these zones is in the beginning stages, the OpZone neighborhoods continue to be served through the CDBG funds and other service providers.

Additionally, Fair Housing education is made available through the dissemination of fair housing data facts and information (primarily through distribution the City's website, Office of Affordable Housing page). Currently, there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices, as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system.

Furthermore the City did not consult directly with the State of NM Department of Health (NMDOH) regarding lead exposure because Santa Fe has low risk factors. Nearly ten percent (9.6%) of the City’s housing stock was built before 1950. A study by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead-based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | NM Coalition to End Homelessness | Promotes a comprehensive CoC funding strategy to align services providers with housing opportunities. |
| 5 Year Strategic Housing Plan | City of Santa Fe | Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG. The City of Santa Fe is currently working on the Strategic Plan and will complete the plan by Fall 2024. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Transportation Improvement Program | Santa Fe Metropolitan Planning Organization | Identifies funded transportation projects of regional significance and/or projects receiving federal funds. |
| Capital Improvement Plan | City of Santa Fe | Provides project list of capital improvements prioritized for funding. |
| Sustainable Land Use Code | City of Santa Fe | Regulates the development and construction of affordable housing units. |
| Fair Housing Assessment 2017 | City of Santa Fe | Evaluates housing need through a balanced lens and recommends strategies for increasing access to housing and economic opportunity. |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

The City of Santa Fe works closely with the State of New Mexico Mortgage Finance Authority (MFA). MFA provides oversight for the city five-year affordable housing plan and production goals. The City also supports applications for Low Income Housing Tax Credit (LIHTC) developments, which are reviewed and allocated by MFA. The City of Santa Fe Office of Affordable Housing and Community Health and Safety Department are both active in the S3 Santa Fe Housing Initiative, a collaborative effort between local government and philanthropic organizations including Anchorum St. Vincent, Santa Fe Community Foundation, McCune Charitable Foundation, Santa Fe County, and the New Mexico Coalition to End Homelessness. The S3 group has worked closely together on converting the Lamplighter Inn into 58 units of affordable housing with 25% of the units set aside for formerly unhoused tenants.

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

**Summarize citizen participation process and how it impacted goal-setting**

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. The following efforts were made.

**Citizen Participation Outreach**

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Meeting | Persons with disabilities | Community Development Commission (June 18) | None | N/A | https://santafe.primegov.com/public/portal |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | City of Santa Fe Affordable Housing Website | Non-English Speaking - Specify other language: Spanish<br><br>Non-targeted/broad community | Notice of Public Comment Period (July 8) - in both English and Spanish. | -Clarification of program year dates to ensure alignment with the City fiscal calendar-Revisions to data points to ensure consistency with the 2023-2027 Consolidated Plan, under which this AAP falls | N/A | N/A |
| 3 | Public Meeting | Non-targeted/broad community | Finance Committee (July 7th). This will be updated after the public comment period. | No comments received. | N/A | https://santafe.primegov.com/public/portal |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 4 | Public Meeting | Non-targeted/broad community | Quality of Life Committee (July 2nd). This will be updated after the public comment period. | No comments received. | N/A | https://santafe.primegov.com/public/portal |
| 5 | Newspaper Ad | Non-English Speaking - Specify other language: Spanish<br><br>Non-targeted/broad community | City of Santa publishes the meetings in the New Mexican | N/A | N/A | N/A |
| 6 | Public Hearing | Non-targeted/broad community | Notice of Public Hearing for Governing Body Meeting (July 9th) - in both English and Spanish. | No comments received. | N/A | https://santafe.primegov.com/public/portal |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

The City of Santa Fe will receive a 2025 entitlement allocation of $633,475, of which $153,475 will be reserved for administrative costs. Additionally, the city proposes to re-program $233,905.68 of unspent funds from prior year entitlement allocations and anticipated receiving about $200,000 in program income for a total funding amount of $1,067,380.68. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $3,877,554 for the 2024-25 program year.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 633,475.00 | 200,000.00 | 233,905.68 | 1,067,380.68 | 1,666,950.00 | $633,475.00 of entitlement funds, of unused CDBG funds, $233,905.68, approximately $153,475 for admin) and $200,000 of program income provide the basis for the projects presented in this plan. |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2025 is the threat of reduction in funding from all sources: federal, state, or local. For every dollar of Affordable Housing Trust Funds (AHTF), the City requires that applicants have $3 dollars from other resources committed. The City's nonprofit partners estimate that every dollar of mortgage principal reduction assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits, solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

### If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act. In recent years, the City donated land for two Low Income Housing Tax Credit (LIHTC) projects which directly supported the construction of 152 affordable rental homes. In early 2024, the City conducted an Request for Qualifications to find an affordable housing development team to build housing on a City-owned tract of land, located in a high-end neighborhood. The chosen project will offer approx. 60 below market homes, of which 50% will be offered to income-qualified homebuyers. Habitat for Humanity is ready to break ground on five homes to be constructed on a lot donated by the City that's located in a downtown historic district.

The City also owns the Midtown Campus, formerly home to both the College of Santa Fe and the Santa Fe University of Art and Design. Recently, City staff managing the Midtown redevelopment project had the Midtown Master Plan, as well as the Midtown Community Development Plan, approved by City Council. Although the plan is fluid and allows for the development of the campus to change according to need over the coming years, the plan calls for a baseline of 1,100 homes of which 30% will be affordable and income-restricted. Currently the community is discussing using some of these residential parcels to implement innovative housing models, such as a community land trust. Constituents have expressed desire to make this property a mixed-use walkable urban environment that includes affordable housing for seniors.

Much of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors.

### Discussion

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | 1A Increase Availability of Supportive Services | 2023 | 2028 | Homeless | Citywide | Ending Chronic Homelessness | CDBG: $40,000.00 | Public service activities other than Low/Moderate Income Housing Benefit: 800 Persons Assisted |
| **2** | 1B Expand Options for Overnight Shelter Beds | 2023 | 2028 | Homeless | Citywide | Ending Chronic Homelessness | CDBG: $45,000.00 | Homeless Person Overnight Shelter: 400 Persons Assisted |
| **3** | 2B Expand Choice for Affordable Home Buying Opportunities | 2023 | 2028 | Affordable Housing | Citywide | Ensuring Homeownership is Sustainable for All | CDBG: $416,952.84 | Direct Financial Assistance to Homebuyers: 20 Households Assisted |
| **4** | 3A Provide for Owner Occupied Housing Rehabilitation | 2023 | 2028 | Affordable Housing | Citywide | Ensuring Housing Stability for All | CDBG: $135,000.00 | Homeowner Housing Rehabilitated: 20 Household Housing Unit |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **5** | 3B Provide for Energy Efficiency Upgrades and Accessibility | 2023 | 2028 | Affordable Housing | Citywide | Ensuring Housing Stability for All | CDBG: $85,000.00 | Homeowner Housing Rehabilitated: 20 Household Housing Unit |
| **6** | 4A Increase Economic Opportunities for LMI Population | 2023 | 2028 | Non-Housing Community Development | Citywide | Improving Social Determinants of Health and Address | CDBG: $191,952.84 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 80 Persons Assisted |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | 1A Increase Availability of Supportive Services |
| | **Goal Description** | Improve and expand availability of supportive services for persons experiencing or at risk of homelessness. Activities include case management, counseling, drug and alcohol rehabilitation, and other wrap around services necessary to transition an individual out of homelessness. |
| **2** | **Goal Name** | 1B Expand Options for Overnight Shelter Beds |
| | **Goal Description** | Improve and increase the availability of overnight shelter beds through homeless persons overnight shelter operations. |

| | | |
|---|---|---|
| **3** | **Goal Name** | 2B Expand Choice for Affordable Home Buying Opportunities |
| | **Goal Description** | Provide Direct Financial Assistance to Homebuyers |
| **4** | **Goal Name** | 3A Provide for Owner Occupied Housing Rehabilitation |
| | **Goal Description** | Provide for owner occupied housing rehabilitation for low- to moderate income households. |
| **5** | **Goal Name** | 3B Provide for Energy Efficiency Upgrades and Access |
| | **Goal Description** | Provide for rehab activities in both owner occupied and rental units that makes them more energy efficient or ADA accessible. |
| **6** | **Goal Name** | 4A Increase Economic Opportunities for LMI Population |
| | **Goal Description** | Increase economic opportunities for low- to moderate-income populations. Activities include, but are not limited to, public facility renovations to be used for job training programs. |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

Projects funded for FY 25 reflect a variety of programs, facility improvements and public services in addition to programs focused upon increasing affordable housing to include homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households. Additionally, the City operates a local Affordable Housing Trust Fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City estimates that roughly $200,000 will be generated and used for mortgage principal reduction loans.

**Projects**

| # | Project Name |
|---|---|
| 1 | Program Administration |
| 2 | SFPS-Adelante |
| 3 | Summer Safe Haven |
| 4 | Youthworks Commercial Kitchen |
| 5 | Homeowner Rehabilitation |
| 6 | Mortgage Reduction Assistance |
| 7 | Energy Efficient Upgrades |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

The City continues to prioritize supporting the work of its nonprofit partners who provide the majority of housing-related programming, services and shelter. The applicants must demonstrate the need for their allocation through data evidence. All applicants for CDBG funds are required to match the funds at a 1:1 basis, ensuring that funded projects are viable.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | Program Administration |
| | **Target Area** | Citywide |
| | **Goals Supported** | 1A Increase Availability of Supportive Services<br>1B Expand Options for Overnight Shelter Beds<br>2B Expand Choice for Affordable Home Buying Opportunities<br>3A Provide for Owner Occupied Housing Rehabilitation<br>3B Provide for Energy Efficiency Upgrades and Access<br>4A Increase Economic Opportunities for LMI Population |
| | **Needs Addressed** | Ending Chronic Homelessness<br>Ensuring Housing Stability for All<br>Ensuring Homeownership is Sustainable for All<br>Improving Social Determinants of Health and Addressing Emerging Needs |
| | **Funding** | CDBG: $153,475.00 |
| | **Description** | General management, oversight, and coordination of administering the CDBG program |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | All 2025 CDBG-funded activities will be indirectly supported through the CDBG program administration |
| | **Location Description** | Citywide |
| | **Planned Activities** | Program Administration ($153,475) |
| **2** | **Project Name** | SFPS-Adelante |
| | **Target Area** | Citywide |
| | **Goals Supported** | 1A Increase Availability of Supportive Services |
| | **Needs Addressed** | Ending Chronic Homelessness |
| | **Funding** | CDBG: $40,000.00 |

| | | |
|---|---|---|
| | **Description** | Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with homelessness response, employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments), or recreational needs |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The Adelante Program estimates to serve 800 youth enrolled in Santa Fe Public Schools and their families whom are experiencing or at risk of experiencing homelessness. |
| | **Location Description** | Citywide |
| | **Planned Activities** | SFPS Adelante Expanded School Liaison Program ($40,000) |
| **3** | **Project Name** | Summer Safe Haven |
| | **Target Area** | Citywide |
| | **Goals Supported** | 1B Expand Options for Overnight Shelter Beds |
| | **Needs Addressed** | Ending Chronic Homelessness |
| | **Funding** | CDBG: $45,000.00 |
| | **Description** | Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with homelessness response, employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments), or recreational needs |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Interfaith Shelter estimates to provide overnight shelter stays and services to 400 chronically homeless individuals through their Summer Safe Haven for All Program. |
| | **Location Description** | Citywide |
| | **Planned Activities** | Interfaith Shelter Summer Safe Haven Program $45,000 |
| **4** | **Project Name** | Youthworks Commercial Kitchen |
| | **Target Area** | Citywide |
| | **Goals Supported** | 4A Increase Economic Opportunities for LMI Population |

| | | |
|---|---|---|
| | **Needs Addressed** | Improving Social Determinants of Health and Addressing Emerging Needs |
| | **Funding** | CDBG: $191,952.84 |
| | **Description** | According to the CDBG program, public facilities and public improvements are interpreted to include all facilities and improvements that are publicly owned, or that are owned by a nonprofit and open to the general public. Eligible activities include acquisition, construction, rehabilitation, or installation of public facilities and improvements. |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Youthworks will utilize CDBG to convert their nonprofit facility into a commercial kitchen for a job training program for at-risk youth. They estimate to provide job training to about 80 youth a year. |
| | **Location Description** | Citywide |
| | **Planned Activities** | Youthworks Social Justice Kitchen – $75,000 (plus $116,952.84 in reprogrammed funds for a total of $191,952.84) to convert facility into a commercial kitchen with seating for public. |
| **5** | **Project Name** | Homeowner Rehabilitation |
| | **Target Area** | Citywide |
| | **Goals Supported** | 3A Provide for Owner Occupied Housing Rehabilitation |
| | **Needs Addressed** | Ensuring Housing Stability for All |
| | **Funding** | CDBG: $135,000.00 |
| | **Description** | SF Habitat provides home rehabilitation to homeowners of low-income to keep them housed safely with needed upgrades for adequate living. |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 20 LMI households. Plan to provide home rehabilitation at maximum $20,000 per home. |
| | **Location Description** | Citywide |
| | **Planned Activities** | SF Habitat for Humanity ($135,000) |
| **6** | **Project Name** | Mortgage Reduction Assistance |
| | **Target Area** | Citywide |

| | | |
|---|---|---|
| | **Goals Supported** | 2B Expand Choice for Affordable Home Buying Opportunities |
| | **Needs Addressed** | Ensuring Homeownership is Sustainable for All |
| | **Funding** | CDBG: $416,952.84 |
| | **Description** | Assist low to moderate income homebuyers |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Plan to serve at most 20 families and provide low to moderate income persons financial support to secure homes. |
| | **Location Description** | Citywide |
| | **Planned Activities** | **Santa Fe Community Housing Trust** – $100,000 (plus $116,952.84 in reprogrammed funds and $200,000 PI for a total of $416,952.84) |
| **7** | **Project Name** | Energy Efficient Upgrades |
| | **Target Area** | Citywide |
| | **Goals Supported** | 3B Provide for Energy Efficiency Upgrades and Access |
| | **Needs Addressed** | Ensuring Housing Stability for All |
| | **Funding** | CDBG: $85,000.00 |
| | **Description** | Assist low to moderate income homeowners |
| | **Target Date** | 6/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Plan to serve at most 20 families and provide low to moderate income persons financial support to make energy efficient upgrades |
| | **Location Description** | Citywide |
| | **Planned Activities** | **Homewise $85,000.** To provide energy efficient upgrades |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and the provision of related services citywide, rather than focusing on a specific area or neighborhood. Another high priority of the CDC is funding public facilities that most closely serve very low-income households, as well as funding public services that help very low-income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Citywide | 100 |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

All programs for the 2025 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

### Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with a larger population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example, the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at-risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve access to the community's housing opportunities. Delivery of these services is provided through the City's network of nonprofit partners, which ensures they are effective, responsive and timely. For the upcoming program year, the City will immediately deploy Affordable Housing Trust Funds (AHTF) in the amount of $3,877,554 in conjunction with CDBG funds, serving over 600 additional households and individuals. The tables below detail affordable housing goals for CDBG in the upcoming program year, specifically Habitat for Humanity's Home Repair Program and program-income funded mortgage assistance loans administered by Homewise and the Housing Trust.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 60 |
| Special-Needs | 0 |
| Total | 60 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 20 |
| Rehab of Existing Units | 40 |
| Acquisition of Existing Units | 0 |
| Total | 60 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

CDBG will support Habitat's Home Repair Program. The City estimates that $200,000 of program income will be generated over the program year and utilized for mortgage assistance loans administered by Homewise and the SF Community Housing Trust.

In addition to the above-mentioned CDBG funded projects, Affordable Housing Trust Funds (AHTF) will be used to support supplies, new construction and affordable housing provision. The City also emphasizes the future utilization of City-owned land to build affordable housing. The Community Development

Commission is passionate about exploring ways to present City-owned land to the City Council to be used for this effort. There is a shortage of affordable rental housing in Santa Fe, which puts the existing housing vouchers in the City at risk of being remitted back to HUD if not put to use. Utilizing City-owned land to build affordable housing will be a priority of the CDC and the City moving forward by illustrating a priority of the Affordable Housing Trust Fund (AHTF) RFP towards affordable housing construction, in order to provide more voucher opportunities for the Housing Authority.

## AP-60 Public Housing – 91.220(h)

### Introduction

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 28 units of public housing, 503 units of HUD Project based rental assistance (PBRA) - 459 of which are also LIHTC units, and 190 Low Income Housing Tax Credit (LIHTC). SFCHA also manages 723 housing choice vouchers in Santa Fe. Of the PBRA there are a total of 359 units for seniors and 132 units for families. Currently, over 300 people are on the waiting lists for a housing authority apartment unit, and approximately 300 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for housing. The wait for a unit is between 18 and 24 months; however, the waiting lists are usually only open on a lottery basis at designated times during the year. In additional SFCHA owns and operates affordable units in the City of Espanola and the Town of Bernalillo.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

According to the Santa Fe Civic Housing Authority, 328 families with a voucher have a member with a disability, and 300 voucher participants are elderly.

### Actions planned during the next year to address the needs to public housing.

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. Additionally, SFCHA successfully applied for and completed a 45 unit family project at the end of 2022 using Low Income Housing Tax Credits. In 2024 SFCHA has been awarded a preliminary award for 2024 Low Income Housing Credits (Ocate apartments) for 60 units of which 13 will have rental assistance vouchers.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership.

Both Public Housing Authority's (PHA) provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be

**provided or other assistance.**

The PHA is not designated as troubled.

**Discussion**

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. If the land is titled to the City it subordinated and amended its lease agreements with the housing authority, this occurred on 6 projects, all subsequent projects had land titled under the Housing Authority. The City provided support for the Calle Resolana project, 45- townhomes that were awarded LIHTC funding in 2019 and has awarded a 2024 grant for the Ocate project.

As mentioned in the Affordable Housing section, the Community Development Commission is adamant about utilizing City-owned land to build affordable housing and wants to establish this as part of the City's values. The City desperately needs more affordable rental units to be available to the Housing Authorities to use their vouchers. The Community Development Commission wants to address this pressing problem and make this a priority moving forward.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent "at-risk" populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City became a Built for Zero (BFZ) community in 2019, joining a national movement committed to end homelessness measurably and equitably. Communities in BFZ focus on achieving "functional zero" for one population, as a step on the way toward solving homelessness for all populations. This evidence-based model uses quality data to guide communities to reach functional zero, when reached, makes homelessness rare and brief. Quality data is maintained by collecting real-time, by-name data through coordinated outreach efforts to create a list of every individual experiencing homelessness in the community. A "by-name list" helps providers understand the unique needs of an individual experiencing homelessness and recognizes that unhoused individuals all have their own story. Functional zero is indicated by inflow and outflow. A community has reached functional zero when the number of people being housed surpasses the number of individuals being added to the by-name list. A critical aspect of BFZ relies on affordable housing stock. Community Solutions, the driving organization for BFZ, is motivated to identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing to ensure a continuous housing supply for individuals exiting homelessness.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities that the City seeks to improve over the next program year. The City's one year goal is to identify, by-name, all the currently chronically homeless individuals and those precariously housed –this will be completed through an online database that can access and screen for basic social determinants of health. The City is

working with local non-profit service providers, the HMIS continuum site as well as housing partners.

In the winter, the Interfaith Shelter, St. Elizabeth's and Youth Shelters provide emergency beds, meals and clothing. Most importantly, the organization brings together outreach coordinators to case consult and provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the Interfaith Shelter, St. Elizabeth's, and Youth Shelters and Family Services, which is partially funded through local funds allocated through the City's Youth and Family Services Division.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic homelessness in participating communities. The coordinated entry system is used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the individuals who are currently chronically homeless in Santa Fe.

In December 2020 the City helped a national nonprofit, Community Solutions, in conjunction with St Elizabeth Shelter, its local partner, to purchase the Santa Fe Suites, a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City provided funding to purchase another property, the Lamplighter Inn, which is currently being converted into residential use for permanent supportive housing. The Lamplighter's conversion into affordable housing is still in process and the City is hopeful it will be occupied within the next calendar year. The City has provided rescue plan funds (CARES and ARPA) for the acquisition of these properties and has deployed both CDBG and AHTF for capital improvements and renovations necessary to convert the properties from motels to apartment buildings used for affordable housing.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The City relies on a network of service providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

- **St. Elizabeth Shelter.** Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeths recently took on management of the Suites, which is a mixed-income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The

shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

- **Consuelo's Place Shelter.** Consuelo's Place Shelter (CPS) provides emergency shelter and services for those experiencing homelessness and for those at imminent risk of becoming homeless. CPS also provides quarantine services and housing for those who have recently tested positive with COVID-19, have had recent exposure to COVID-19 and/or are awaiting results. The latter service is offered to individuals and families who lack a safe space to quarantine during the period of infection. CPS provides safe and stable emergency housing, intensive and high-quality case management, connects those facing a variety of housing related crises to appropriate resources and information and assists clients in securing and maintaining permanent housing after residency at CPS.
- **Interfaith Community Shelter (ICS).** Through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Summer Safe Haven for All. Resource Days operate 3 days/week, year round, with 12 partner provider agencies.
- **Life Link.** Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.
- **Esperanza Shelter.** Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management, child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.
- **Youth Shelters and Family Services.** Youth Shelters and Family Services provides shelter and resources for hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides tens of thousands of bed nights annually for youth experiencing homelessness through its emergency shelter, transitional living program, and rapid rehousing program.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that**

**individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City, along with other local housing funding partners, has contributed funds to the Lamplighter Inn project, which will convert a local motel into 58 units of affordable housing with 25% of the units reserved for people exiting homelessness. The City has supported this project using AHTF, CDBG, as well as $2 million in ARPA funds towards the acquisition of the property.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City's CDBG entitlement funds and local funds will be used to support those with special needs through Adelante, Life Link, and the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Youth and Family Services Division funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children with special needs and/or at risk of homelessness) and Interfaith (Community Shelter with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration.

The City also funds SFPS Adelante Program which works directly with students in Santa Fe Public Schools. The Adelante staff members work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth, such as Youth Shelters and Family Services' Transitional Living and Street Outreach Programs. Apart

from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of organizations serving those who are, or are at risk of becoming, homeless (Life Link, SFPS Adelante Program, YouthWorks, the Santa Fe Recovery Center, and NM Coalition to End Homelessness). These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services. Additionally, Consuelo's Place Shelter takes in individuals who have been discharged from the county jail, the hospital, and recovery programs.

**Discussion**

As a result of the COVID-19 pandemic, the City re-commissioned several dormitory rooms and campus apartments at the Midtown Campus to house homeless people or people without access to a safe place to stay if they needed to self-quarantine. Four years later, the Midtown Emergency Shelter has evolved into Santa Fe's first and only non-congregate shelter, Consuelo's Place Shelter. What was initially intended to provide unhoused individuals with a place to quarantine or isolate from the coronavirus has become a proven and necessary community resource to stabilize a vulnerable population and eventually connect them to permanent housing. The City has deployed various funding streams to support the operations of Consuelo's, including CDBG, Affordable Housing Trust Fund, as well as CARES and ARPA federal rescue act funds. The City recognizes the importance and need of non-congregate shelter in the community and intends to build the capacity of Consuelo's to continue its operations. City staff is currently looking at other properties to permanently house a non-congregate shelter, as the dormitories at the former college campus are slated for demolition in the coming years.

Several of the City's housing projects and activities support non-homeless special needs persons, such as the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families, and public housing residents. A regularly CDBG-funded activity, Habitat for Humanity's Home Repair Program, provides emergency home repairs, such as walk-in bathtubs, wheel chair ramps, as well as the replacement of carpet with linoleum for wheelchair-bound residents. Many of the beneficiaries of this

program are elderly or experiencing disabilities. The City has also provided funding to the Santa Fe Civic Housing Authority for various public housing projects. According to the Santa Fe Civic Housing Authority, 328 families with a voucher have a member with a disability, and 300 voucher participants are elderly.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development-- particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, and the lack of public transportation. Applicants for CDBG funds are required to demonstrate how their project will promote livability, sustainability, walkability to services, transportation and quality schools.
3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The City also provides referrals to HUD's Fair Housing resources.

4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a "very serious" contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

**Discussion:**

Recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city's renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City's objective is to support a healthy housing market that offers all types and price ranges. To that end, the City's been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael's Drive, the Airport Road corridor and the Midtown campus property.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow "aging in place" and entrepreneurial activities.

A focus in 2024 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

## AP-85 Other Actions – 91.220(k)

### Introduction:

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high-quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. Furthermore, due to the rise of remote work from the COVID-19 pandemic, Santa Fe has seen an influx of remote workers move to the city who earn far more than the average Santa Fean and drive up market rate rents.

A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

### Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of capacity to address systems gaps with available resources. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. Because of the predominance of tourism and service-oriented jobs, as well as the high numbers of self-employed and gig economy workers, the effects of the pandemic were initially devastating, but the economy is in a recovery period.

The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs, particularly those arising from the pandemic. More importantly, the City will dedicate its resources to keeping safely housed those who are recently unemployed, precariously housed or homeless.

### Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust

Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services.

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

**Actions planned to reduce lead-based paint hazards**

According to the State of NM Department of Health (NMDOH), Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation

programs. Any presence of lead-based paint is remediated by a certified professional.

### Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City is implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects both followed suit and implemented this approach.)
- Continue funding a local housing voucher program to provide assistance to low-income homeowners or near to homeless and homeless families to prevent displacement; (Local funds will support , Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Habitat for Humanity.)
- Work with for-profit and nonprofit organizations to develop new multi-family, mixed income rental property;
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe's existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA's acquisition/rehabilitation of rental properties nearing the end of their initial affordability compliance periods as well as building new units when feasible.

### Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner possible. The sub-grantees are then able to leverage additional

programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2024 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at-risk youth and people with special needs and disabilities.

## Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development Division for the increase of affordable workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community.

The Youth and Family Services Division funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran navigator through the Santa Fe Veterans Alliance and flexible funding to keep precariously housed veterans in their homes. The City also funds Adelante, a school-based program, and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. The City will continue to support these organizations along with providing support for case consulting meetings. These partners, among others, are part of CONNECT, a resource navigation program that uses a City-purchased database. While this is a new data system, we have already seen positive results, including better identification of those precariously housed, getting those families/individuals into programs or referrals to housing assistance to avoid falling into homelessness. CDBG funds have been used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding

necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; support of the upgrades at Chainbreaker Collective's headquarters, where they offer both a Bicycle Resource Center and Renter's Rights Center; and support for low-mod homebuyers and homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

**Discussion:**

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at-risk youth and people with special needs and disabilities.

Due to many factors, such as some lingering economic effects of the Covid-19 pandemic, inflation, high interest rates, economic disparity in Santa Fe continues to worsen. The number of households at risk of becoming homeless or experiencing episodic homelessness has increased dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

The following identifies program income that is available for use that is included in projects to be carried out.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 200,000 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **200,000** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

# City of Santa Fe, New Mexico

## Memorandum

**DATE:** **June 23, 2025**

**TO:** **Governing Body, September 10, 2025**

**VIA:** **Johanna Nelson, Interim Director, Office of Affordable Housing** Johanna Nelson (Sep 3, 2025 10:49:54 MDT)

**FROM:** **Rocio Gosende, Project Manager, Office of Affordable Housing** Rocio Gosende (Sep 3, 2025 10:33:57 MDT)

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**ITEM AND ISSUE:**
Request for Approval of the 2025-2026 Annual Action Plan for Submission to the U.S. Department of Housing and Urban Development (HUD) as a Condition to the City's Community Development Block Grant (CDBG). (Rocio Gosende, Project Manager, Office of Affordable Housing, rmgosende@santafenm.gov, (505) 629-7379)

**BACKGROUND AND SUMMARY:**
The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide-range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

There are three main requirements the City must fulfill to receive CDBG funding from HUD each year:
1) the Consolidated Plan: On a three or five-year increment, every entitlement community updates demographic and market data, re-evaluates funding priorities and submits the planning document to HUD;
2) the Annual Action Plan: Submitted to HUD at the beginning of each funding cycle, the AP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan;
and 3) the Consolidated Annual Performance and Evaluation Report (CAPER): the annual report submitted to HUD in which entitlement communities report accomplishments and progress towards meeting the Consolidated Plan goals in the prior year.

The 2025-2026 Annual Action Plan provides a summary of the activities and resources that will be used during the program year. *As of the date of the release of this plan, the exact amount of the CDBG is not finalized by HUD.* The City anticipates receiving about $633,475 of CDBG in the upcoming fiscal year, of which approximately 20% ($120,000) will be reserved for program administration costs. Additionally, the City proposes to reprogram $233,905.68 of unspent funds from prior year projects and anticipates receiving $200,000 in program income for a total funding amount of $1,067,380.68. The unused funds are split evenly between Youthworks nonprofit facility activity and Santa Fe Community Housing Trust.

Projects recommended by the Community Development Commission to receive CDBG Funding for FY 2025-2026 include:

- Homewise ($85,000)
- Interfaith Community Shelter's Summer Safe Haven for All ($45,000)

- Santa Fe Housing Trust (EN:100,000 + Unused: $116,952.84 = $216,952.84)
- Santa Fe Habitat for Humanity's Home Repair Program ($135,000)
- SFPS Adelante Program's Expanded School Liaison Project ($40,000)
- Youthworks' Social Justice Kitchen Facility Renovation Project (EN: $75,000 + Unused: $116,952.84 = $117,027.84)

These contracts are currently getting approved to form and will be submitted for the Governing Body's (or City Manager's) approval after the budget has been approved.

**ACTION REQUESTED:**
The Office of Affordable Housing respectfully requests your review and approval of the 2025-2026 Annual Action Plan.

# CDBG Annual Action Plan 25-26 Memo

Final Audit Report 2025-09-03

| | |
|---|---|
| Created: | 2025-09-03 |
| By: | Rocio Gosende (rmgosende@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAgwq72xuatpciGUy6BBg05Srtz2ob0lXj |

## "CDBG Annual Action Plan 25-26 Memo" History

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**Andrew D. Black**
[redacted]

## QUALIFICATIONS

**Strong Governmental and Community Organizing Experience:** Served on the staff of U.S. Senators Bingaman and Heinrich overseeing outreach to various federal and state agencies, local governments, non-profits, businesses and education institutions. Organizing an unprecedented cross-jurisdictional collaboration in Colorado and New Mexico focused on building a coalition of elected officials, state, federal, and tribal entities, private land owners, sportsmen and women, veterans, traditional land users, non-profits and local communities to promote wildlife corridors and protect critical habitat for elk, mule deer, bighorn sheep, pronghorn and cutthroat trout.

**Experienced Public Land and Conservation Advocate:** Spearheaded U.S. Senators Bingaman and Heinrich's organizing efforts to protect the Columbine-Hondo Wilderness and Rio Grande del Norte National Monument. Currently, working collaboratively to lead and support campaigns to protect our national monuments and public lands, and adequately fund national parks and the Land and Water Conservation Fund. Developed and delivered numerous public presentations on federal and state legislation focused on public lands transfer, industry development, national monument defense, forest planning and wild and scenic rivers. Taught a course on Adaptive Management, Resilience, and Collaboration at University of Louisville Law School.

**Excellent Oral and Written Communication Skills:** Wrote the case statement for the proposed Caja del Rio National Monument and presented it to the White House Council on Environmental Quality. Drafted official public comments signed by various conservation organizations for the Rio Grande, Santa Fe, and Carson National Forests, Rio Grande del Norte National Monument and to protect threatened native species. Delivered over 100 presentations statewide for Senators Bingaman and Heinrich on public lands, healthcare, and immigration.

**Coalition Building in Diverse Communities:** Founder of EarthKeepers 360 and as an ordained Presbyterian Minister work with spiritual leaders throughout the U.S. on conservation issues. Spearhead the Caja del Rio Coalition, working to protect and preserve over 106,000 acres of BLM and U.S. Forest service land in Northern New Mexico. Led and organized a delegation of nearly 40 multi-faith spiritual leaders from Colorado, Arizona, New Mexico and Utah to Bears Ears National Monument to meet with tribal leaders and advocate for the protection of America's sacred lands; NBC Nightly News and various national news agencies reported on this trip. Led a community wide anti-poverty coalition of city councilors, non-profit leaders, and community members focused on promoting civic education, engagement, empowerment and equity in low-income Hispanic communities.

## RELEVANT PROFESSIONAL EXPERIENCE

**National Wildlife Federation** Santa Fe, New Mexico
Public Lands Field Director May 2018-Present

- Lead, design and implement national public lands campaigns for America's largest conservation organization including defense of national monuments, preservation of critical wildlife habitat and protection of key cultural and historical sites. Developing a diverse movement of conservationists to support polices to conserve and restore our nation's public lands and waterways.
- Overseeing the Upper Rio Grande Wildlife Corridors Initiative focused on bringing together Colorado and New Mexico leaders to develop science, policy, and implement planning around protecting wildlife connectivity.
- Successfully led a 15 state campaign to get Congress to reauthorize the Land and Water Conservation Fund.
- Worked with veterans and community leaders across the country to successfully protect Greater Sage Grouse and other key species during the congressional National Defense Authorization Act process.

**First Presbyterian Church of Santa Fe** **Santa Fe, New Mexico**
Minister/Associate Pastor May 2016-Present

- Oversee congregational outreach on poverty, immigration, environmental issues and children, youth and families. Led social justice and mission trips to the U.S./Mexico border.
- Lead worship, preach, teach, and tend to the spiritual growth and pastoral care of congregation members.
- Oversee EarthKeepers 360-a national conservation organization that works with spiritual and tribal leaders.

**New Mexico Wildlife Federation** Santa Fe, New Mexico

Director of Community Relations, Education and Veterans Outreach May 2016-May 2018

- Developed the Federation's strategic plans for community organizing and education focused on protecting public lands and promoting conservation to sportsmen and women, veterans, and faith communities.
- Directed the campaign to create public access to the Sabinoso Wilderness and worked with U.S. Senators and BLM staff to host the Secretary of the Interior. Drafted op-eds and developed educational resources on expanding the wilderness, opening public access and creating recreational and economic opportunities.
- Lead and participated in coalitions to protect the Rio Grande del Norte and Organ Mountains-Desert Peaks National Monuments. Traveled to D.C. to lobby for permanent LWCF reauthorization and increased appropriations and served as the coalition's featured sportsman to kick-off the national campaign.
- Created the Federation's veterans' initiatives. Serve as an Associate Program Lead for Project Healing Waters.

**Eckerd College** St. Petersburg, FL

Associate Dean of Students & Adjunct Faculty Jan. 2015-May 2016

- Oversaw the College's Departments of Career Services, Service-Learning, Employer Relations, and Internships. Supervised a staff of nine and served as a liaison between academic faculty and staff.
- Awarded the *Tampa Bay Business Journal* "Up and Comer" award for outstanding community relations. Organized the college's largest Career & Internship Fair with over 50 major employers.
- Developed the College's partnership with the City of St. Petersburg and Chamber of Commerce focused on promoting economic development, small business, and entrepreneurialism in low-income areas.
- Wrote the College's manual, policies and procedures governing the Federal Work-Study and Service-Learning programs to ensure compliance with federal laws, best practices and risk management.
- Served as the College's Associate Director of Religious Life and Associate Chaplain from 2008-2009.

**United States Senate--The Honorable Martin Heinrich** Santa Fe, NM

Field Representative & Sportsmen's Coordinator Jan. 2013—Jan. 2015

- Served as the Senator's statewide sportsmen conservation coordinator organizing leaders from environmental non-profits, local businesses and federal agencies to promote public access and protection of public lands, including the Columbine-Hondo Wilderness and Rio Grande del Norte Monument.
- Spearheaded the Senator's health, education, immigration, veterans and anti-poverty initiatives in northern New Mexico. Drafted and delivered presentations and public statements on the Senator's behalf.
- Worked collaboratively with non-profits, foundations, businesses, colleges and elected officials to develop a community-wide initiative focused on improving quality of life in low-income Hispanic communities. Led a two-day anti-poverty symposium with 20 organizational co-sponsors and over 200 community members. This work led to two new health clinics, better transportation, and increased food access.
- Drafted an amendment introduced by Senator Heinrich to the comprehensive immigration reform bill allowing higher education institutions to obtain funding for civics training of prospective citizens.

**Presbyterian Church (USA)** Louisville, KY

Associate Stated Clerk and Director of Constitutional Services Sept. 2011--Jan 2013

- Served as the chief constitutional officer and Associate Stated Clerk of the two million-member Presbyterian Church (USA). Oversaw all matters related to church governance, discipline and the Office of Immigration.
- Drafted official church opinions and advised the church on signing U.S. Supreme Court *Amicus Curiae* briefs in favor of Health Care Reform and against Arizona's Immigration Law SB-1070.
- Led a legal negotiation skills seminar for national church leaders on amicable resolution of church conflicts.
- Conducted over 40 presentations throughout the U.S. on multigenerational leadership, building healthy communities, conflict resolution, and the church's form of government.

**United States Senate--The Honorable Jeff Bingaman** Santa Fe, NM

Field Representative July 2009--Sept. 2011

- Served as Senator Bingaman's point person in northern New Mexico covering issues of public lands, education, health, poverty, veterans, immigration, and the Los Alamos National Labs. Developed the Senator's statewide presentations on health care reform, immigration and education policy.
- Acted as the Senator's liaison with ranchers, landowners, community organizations, and government officials in Santa Fe, Los Alamos, Taos, Colfax, Union and Harding Counties.

- Served as the primary author on various congressional letters to the Veterans Affairs Secretary aimed at improving healthcare for New Mexico's veterans; these efforts led to four new VA health clinics.
- Served as a military and defense intern in the Washington D.C. in 2001 helping organize the Congressional Gold Medal Ceremony for the Navajo Codetalkers. Interviewed the Codetalkers compiling press information.

**Legal Aid Society** Louisville, KY

- Domestic Violence and Family Law Extern--Provided domestic violence victims with legal representation and obtained Domestic Violence Orders on their behalf. (January-May 2007)
- HIV/AIDS Legal Project Law Clerk--Provided legal services to HIV+ clients below the federal poverty line in cases involving discrimination in housing, employment and healthcare. Helped clients manage debt, acquire government benefits and prepare their wills. (May 2006-March 2007)

**Amy Biehl Foundation Trust** Cape Town, South Africa
Truth, Restorative Justice and Reconciliation Fellow June--August 2005

- Interviewed Archbishop Desmond Tutu and Truth and Reconciliation Commissioners as part of a fellowship exploring the intersection of race, poverty and HIV/AIDS in South Africa and the U.S.
- Collaborated with South African pastors on how to theologically address HIV/AIDS issues with compassion, love and restorative justice. Developed the Foundation's HIV/AIDS Education Curriculum.

**Americorps** St. Petersburg, FL
Athletes in Service to America Oct. 2000--August 2002

- Served as a mentor and tutor in inner-city public schools working with low-income middle school boys with no positive male role models. Awarded Pinellas County Schools Volunteer of the Year (2001).
- Taught classes on racial tolerance, civil rights, and violence prevention. Coached an inner-city baseball team winning Coach of the Year (2002). Served as National Youth Sports Program instructor.

## EDUCATION

**Juris Doctor, University of Louisville-Brandeis School of Law, 2008**

- *Magna Cum Laude*, G.P.A.: 3.5, Ranked in the Top 5% of the Graduating Class
- *University of Louisville Law Review: Brandeis Law Journal* Member
- Louis D. Brandeis Writing Award
- Brandeis Honor Society, Phi Kappa Phi Honor Society, & Immigration Law Society
- Top Grade Honors in: Environmental Law; Land Use; & Legal Problems of the Poor

**University of North Carolina School of Law-Chapel Hill**

- Dean's List, G.P.A.: 3.0
- Gressman-Pollitt Award for Outstanding Oral Advocacy (2003)
- UNC Center for Civil Rights First Year Representative Executive Committee

**Master of Divinity, Louisville Presbyterian Theological Seminary, 2008**

- Presidential Scholar, G.P.A.: 3.9 & Jackson Preaching Award for Most Outstanding Male Preacher

**B.A. Political Science & Religious Studies, Eckerd College, 2002**

- Graduated with High Honors, Dean's List (8 times), G.P.A.: 3.9
- Outstanding Student Award (2002) & Presidential Award for Outstanding Community Service (2002)
- Played NCAA College Baseball & worked for the Tampa Bay Rays Major League Baseball Team

## RELEVANT PUBLICATIONS

- "Out of the Desert Springs Forth Hope" Southwest Fly-Fishing, May/June 2019 with Gabe Vasquez
- "The Legend, Legacy and Transformation of Earnest Thompson Seton and Aldo Leopold," *The Outdoor Reporter* (Spring 2018). "From Generation to Generation: New Mexico Veterans Fight for Public Lands," *The Outdoor Reporter* (Fall 2017).
- "Attacking One Sacred Place is An Attack on All Sacred Places: Defending Bears Ears" *The New Mexican* Co-authored with Rabbi Nahum Ward-Lev (12/10/17).
- "No Sportsmen Don't Support Erasing National Monuments," *The Hill (9/1/17)*.
- "The War on People": Reframing "The War on Drugs" By Addressing Racism Within American Drug Policy

Through Restorative Justice and Community Collaboration, *46 University of Louisville Law Review 179* (2007)
- "Despair and Hope—the Long Hard Road to Reconciliation," *The Mosaic* Magazine (2006).

## CIVIC AWARDS AND COMMUNITY SERVICE

- Ordained Presbyterian Minister, Presbyterian Church (USA) & Member of the Santa Fe Presbytery
- Parish Associate for Environmentalism and Social Justice at First Presbyterian Church Santa Fe (Current
- State Land Commissioner's Conservation Advisory Committee Member (Current)
- Habitat for Humanity Board Member—Santa Fe Habitat (Current)
- New Mexico Department of Game and Fish Master Angler Award (2017)
- Tampa Bay Business Journal "Up & Comer" Award (2015)
- Pinellas County Schools Volunteer of the Year, St. Petersburg, Florida (2001)
- Led volunteer and student service trips to Cuba, Peru, Miami, Mexico, and Washington DC.

## ACTIVITIES AND INTERESTS

Fly-Fishing, Hiking, Camping, Baseball, SCUBA Diving, and Meditation

Jeminie Shell, MA
[redacted]
Santa Fe, NM 87508

Dear Mayor Webber,

My name is Jeminie Shell, and I would like to express my interest in being a member of the Mayor's Committee on Disability.

I currently work as a Disability Specialist at the New Mexico Governor's Commission on Disability, a state agency that provides technical assistance on disability-related laws to state and local governments, businesses, and private citizens. I have been in this position for almost four years. Before coming to the GCD, I worked in higher education in disability support and advocacy for over 10 years.

As a person with a disability myself, this work is really a passion for me, and I would be very honored to help the city work toward being as inclusive and accessible as possible.

I don't know if there is a formal application process, but if so, I would appreciate it if you could point me in the right direction.

Sincerely,

Jeminie Shell

# JEMINIE L. SHELL

[redacted]

**Santa Fe, NM 87508**

[redacted]


***Curriculum Vitae***

## SUMMARY OF EXPERIENCE

- Program administrator with a proven ability to lead, motivate, collaborate, and develop programs to high performance in a multicultural setting.
- Outstanding outreach, organization, management, and networking skills.
- Adaptable to new environments, with highly developed oral, written, presentation, and interpersonal communication skills.
- Exceptional skills and experience in disability advocacy and support, including ADA Coordinator Certification.
- Creative and versatile, with administrative, teaching, and advising experience in a variety of settings and disciplines.
- Award-winning research, writing, and analytical skills.
- Dedicated to designing and delivering programs that support constituents toward progressive self-empowerment and participatory action.
- Able to fulfill varied roles and take on new responsibilities with tenacity and resourcefulness.

## EDUCATION

**Master of Arts, International Studies and Environment & Natural Resources (dual degree),** University of Wyoming, Laramie, Wyoming, 2010

***Thesis:*** "An Analysis of Community-based Psychosocial and Economic Reintegration Efforts by Young Mothers Formerly Associated with Armed Groups in Sierra Leone."
***Honors:*** *Recipient of the university–wide Outstanding Master's Thesis Award, 2011*

**Bachelor of Arts Degree, Anthropology,** Yale University, New Haven, Connecticut, 1992

## TRAINING AND CERTIFICATIONS

- ADA Coordinator, professional certification. SEP 2019

## RELEVANT PROFESSIONAL EXPERIENCE

**New Mexico Governor's Commission on Disability** **AUG 2021-Current**
Santa Fe, NM 40 hours per week

**Disability Specialist**

- Advocate for people with disabilities

- Provide technical assistance to the public, state and local governments, businesses, universities, and others on the Americans with Disabilities Act and other disability-related laws, service animals, the Fair Housing Act, the 2010 Standards for Accessible Design, and other topics
- Provide in-person and remote trainings to the public, state and local governments, businesses, universities, and others on the Americans with Disabilities Act and other disability-related laws, service animals, disability awareness and sensitivity, the Fair Housing Act, and other topics
- Plan, develop, implement, and evaluate various assigned programs and projects including
    - State-wide ADA Coordinator Certification Program (ACTCP), including planning annual conference
    - Adaptive Sports Program, including networking with individuals and programs around the state
    - Quality of Life Grant Program, including managing all grant recipients' monthly reports and maintaining fiscal records for each recipient
- Serve on various committees in state and local government and provide TA and feedback regarding disability-related topics
- Maintain and update the agency's website, including coordinating the 2023 site refresh with vendor

**SANTA FE COMMUNITY COLLEGE** **NOV 2020–AUG 2021**
Santa Fe, NM 40 hours per week

**Testing Center Manager**

- Direct and deliver testing and assessment programs and manage strategic development of Testing Center
- Plan, develop, implement and evaluate Testing Center policies and procedures
- Collect, analyze, and report data
- Manage security and confidentiality of Testing Center clients and data
- Train, supervise, and evaluate three staff members
- Obtain and maintain 12 vendor test management certifications
- Consult and advise faculty and staff on assessment matters
- Implement and manage all fee-based third-party testing
- Consult with Santa Fe Community College's Accessibility Services office and third-party vendors to get approvals for student testing accommodations and implement those accommodations in the Testing Center

**INSTITUTE OF AMERICAN INDIAN ARTS** **AUG 2012-AUG 2020**
Santa Fe, NM 40 hours per week

**ADA Coordinator (professional certification)** **SEP 2019-AUG 2020**
**Retention Director** **APR 2013-AUG 2020**
**Student Success Team Leader** **AUG 2012-APR 2013**

- Design, deliver, manage, evaluate, and improve Student Success Center Programs:
    - Learning Lab/Tutoring Center, including budget management ($55,000)
        - Recruit, interview, train, and supervise 4-6 tutors
        - Develop workshop content
    - Disability Support Services Program, including budget management ($10,0000+, depending upon need to meet compliance obligations)
    - ADA (Americans with Disabilities Act) Coordinator for entire campus, ensuring ADA compliance
        - Wrote ADA policies and procedures
        - Developed and delivered training and educational materials related to the ADA to all departments

  - Academic Advising Program (until March 2017)
    - Including direct student advising in academics, with personal and career coaching
  - Placement testing via ACCUPLACER
    - Managed transition from classic to NextGen version of ACCUPLACER for entire college
    - Trained and supervised proctors
    - Tracked data and ran reports in ACCUPLACER system
    - Improved testing protocols and cooperation with third party examiners
  - Various other student support-related academic programs
  - Quarterly reporting of data assessment for board report and program improvement
  - Taught Student Success course for two semesters
- Recruit, interview, train, and supervise Retention Specialist (until fall of 2017).
- Member of multiple governance, academic, and student support program committees
  - Chair of Early Alerts and Disability Support Services Committees
  - Co-chair of Student Success Summit Planning Committee
- Grant team member/Coordinator, two-year $100,000 Walmart/AIHEC (American Indian Higher Education Consortium) Student Success Collaborative grant (ended spring 2014)
  Co-directed activities under two-year $100,000 grant focused on Student Success
  - Implemented project assessment to determine outcomes
  - Project reporting, budgeting, planning
  - Attended national grant meetings, trainings and First Year Experience Conferences
  - Contributed to the development of curriculum for Freshman Seminar
- Communicated daily with students, parents, faculty, and staff
- Marketed Student Success Center Programs via email, social media and other means
- Coordinated and collaborated with other college departments for campus-wide events and programs

**ILISAGVIK TRIBAL COLLEGE** **FALL 2011-FALL 2012**
Utqiagvik (Barrow), AK 40 hours per week

**Persistence and Retention Facilitator/ Grant Project Director and Student Services Counselor** **OCT 2011-AUG 2012**

- Project Director for Walmart/AIHEC Student Success Collaborative grant:
  - Directed activities under two-year $100,000 grant focused on Student Success
  - Designed and implemented project assessment to determine outcomes
  - Project reporting, budgeting, planning
  - Attended national grant meetings, trainings and First Year Experience/Transitions Conferences
  - Contributed to the development of curriculum for Freshman Seminar
- Managed placement testing program, including coordination with third party examiners and external testing partners
- Designed and implemented programs to support student success
- Developed curriculum for and delivered weekly academic success/career/culture talk series, including delivery of talks
- Recruited, hired, trained, and supervised 8 Academic Assistants (tutors) for Learning Resource Center
- Supervised (remotely) Village Student Advocate, including performance coaching and annual evaluation
- Chaired Persistence and Retention Committee; led Student Support Services Committee; member of Summer Camp Program Committee and Accreditation Steering Committee; member of Admissions and Financial Aid/Scholarships Committees
- Team member: administrative and logistical planning and implementation of Summer Camp programs

- Communicated daily with students, parents, faculty, and staff
- Marketed Student Services programs
- Coordinated and collaborated with other college departments

**Interim Director of Student Services** **NOV 2011-FEB 2012**

- Managed Student Services Department during Dean of Students' leave of absence
- Created and delivered monthly Cabinet reports and presented grant report to Board of Trustees
- Managed up to 12 direct report employees, and 20-person department
- Oversaw department annual budget of over $650,000

**UNIVERSITY OF WYOMING ENVIRONMENT & NATURAL RESOURCES (ENR) PROGRAM**
University of Wyoming, Laramie, WY 20 hours per week **AUG 2009-JUN 2010**

**Graduate Teaching Assistant**

- Interviewed interdisciplinary faculty members for research on curriculum changes
- Co-developed and co-taught freshman core course on local, national and international environmental issues, including scientific, economic, social, cultural and policy interactions
- Lectured; mentored students' team research projects
- Graded papers, presentations, and exams using matrix-based grading assessment
- Advised and supported students in academic matters, including improving writing and research skills, developing critical thinking skills, improving study habits, and finding summer internship opportunities
- Received positive student reviews

**UNIVERSITY OF WYOMING INTERNATIONAL STUDIES PROGRAM** **AUG 2007-JUN 2009**
University of Wyoming, Laramie, WY; Sierra Leone, Uganda 20 hours per week

**Research Assistant – Participatory Action Research Project**

- "Participatory Action Research Project with Young Mothers and their Children in Liberia, Sierra Leone, and Northern Uganda."
- In Sierra Leone, assisted lead researcher with evaluative interviews to assess project outcomes
- Liaised with NGO representatives, local community, and study participants
- Contributed to interviews; took field notes via laptop; digitally recorded interviews; managed data and all equipment
- Edited interviews, created data spreadsheet, and compiled statistics for 82 interviewees
  Attended 2009 conference in Kampala, Uganda, as a meeting recorder; took verbatim meeting notes via laptop and assisted in administrative capacities
- Edited and organized meeting notes for dissemination to all stakeholders

**Graduate Teaching Assistant**

- As teaching assistant for Global Public Health course, Culture Change course, and Anthropology of Global Issues classes:
  - Directed graduate students' community health assessment fieldwork
  - Delivered presentations
  - Mentored all class project teams in research and presentation preparation
  - Graded papers and presentations using matrix-based grading assessment
  - Advised and supported multi-cultural students in academic matters, including improving writing and research skills, developing critical thinking skills, and finding summer internship opportunities

- Taught class periodically when professor was unavailable
- Received positive student reviews

**Graduate Assistant**

- As graduate research assistant for Participatory Action Research project on post-conflict reintegration of young war-affected mothers (separate from paid position as Research Assistant.)
  - Coded data sets and designed and created spreadsheet for demographics of over 650 study participants and their 1,200 children based on survey responses
  - Organized site report files for 20 field sites and developed spreadsheets for indexing and code reference
  - Attended 2008 conference in Kampala, Uganda, as a meeting recorder
  - Edited and compiled meeting notes for dissemination
  - Created annotated bibliographies on multiple topics, including community/individual empowerment

**DUCOR ENVIRONMENTAL (WASTE) MANAGEMENT** **JUNE-AUG 2008**
Monrovia, Liberia 40 hours per week

**Program Assistant/Intern**

- Nine-week environmental health assistantship with start-up non-governmental organization in Monrovia, Liberia
- Edited and significantly expanded project's concept paper
- Ensured participation of women in all community-based project meetings; recruited participants
- Submitted concept paper and other documents to the Government of Liberia for funding consideration
- Conducted research and reported on initiatives under proposal to the Board of Directors
- Co-conducted interviews and liaised with community members, government officials, international corporations and UN staff from several agencies
- Traveled extensively in urban and rural areas
- Wrote a blog covering public health, education, and other post-conflict issues
- In the U.S., delivered numerous presentations and developed a traveling photo essay on Liberia's social justice issues

**UNIVERSITY OF WYOMING ENVIRONMENT & NATURAL RESOURCES (ENR) PROGRAM**
University of Wyoming, Laramie, WY 20 hours per week **AUG 2007-JUN 2008**

**Team Leader, University of Wyoming ENR Program Capstone Project**

- ENR Program Capstone Project, "Environmental Assessment of the Impacts of Road Development and Population Growth on Land Use Change in the Interior of Panama" – Environmental Resources Chapter
- Led a 4-person team in research and report writing
  Traveled to Panama and performed research on deforestation, environmental policy, and other topics
  Coordinated meetings and liaised with outside stakeholders
- Wrote multiple sections of Environmental Resources chapter and Social Justice chapter
- Merged separately authored sections and edited chapter text for content, consistency, and accuracy

**GREAT-WEST HEALTHCARE GROUP SALES OFFICE** **SEP 1998-AUG 2007**
Portland, OR 40 hours per week

**Client Service Representative, Account Associate, Customer Service Representative**

- Interpreted benefits, contracts, and State and Federal laws to members, brokers, and plan administrators
- Counseled members on most effective use of benefits
- Coordinated benefits enrollments, including database management and eligibility tracking
- Liaised with health plan administrators and brokers for up to 150 clients
- Ordered, created and disseminated reports, and monitored client data
- Managed projects including communications materials and document storage/management protocols
- Trained new administrative support personnel in all aspects of office functionality, computer systems and software, including Microsoft suite and proprietary programs
- Planned and coordinated office meetings and special functions
- Functioned as a member of the sales and account management teams, responsible for back-up support during absences and emergencies
- Maintained confidentiality as outlined under Federal HIPAA laws governing personal healthcare information
- Obtained Oregon state insurance license

## SELECTED ACTIVITIES

- "Women, War and Peace" film screening and discussion panel organizer. AUG 2011
  - Developed and coordinated interdisciplinary event on University of New Mexico campus.
  - Performed outreach to academic departments and marketed event to public.
  - Recruited event co-sponsors, panelists and student volunteers to provide logistics support.
  - Participant in discussion panel.
- Committee Member, University of Wyoming Cheney Study Abroad Scholarships Committee.
  - Reviewed and assessed scholarship applications each semester and served as graduate representative on committee disseminating up to $50,000 per semester. SEPT 2007-MAY 2010
- Invited book discussion leader for Earth Democracy by Vandana Shiva. Shepherd Symposium on Social Justice, Laramie, WY. APR 2010
- Panelist, "Using Arts and Humanities to Engage in Environmental Discourse." ReVisioning the (W)hole III, Curious Intersections 2009. Symposium on interdisciplinary efforts to break down barriers between arts and sciences. Laramie, WY. SEPT 2009
- Invited speaker, University of Wyoming Cheney International Center building dedication, "Have You Ever Heard a Survivor of War Rape Sing the Alphabet?" Laramie, WY. SEPT 2009
- Invited workshop participant, "Making it about democracy, defense, and development": Transatlantic strategies for crisis management and post-conflict reconstruction. University of Wyoming Political Science Department, Laramie, WY. AUG 2009
- Photographer, "portraits [in]justice: Facing social justice issues in post-war Liberia." Solo photo exhibit based on 2008 work in Liberia, displayed at multiple venues throughout Wyoming. Spring 2009-Fall 2010
- Fundraiser, The Niapele Project, a nonprofit supporting war orphans in Liberia. Spring 2009
- Blogger, "This, too, is Liberia." Blog featuring original photos and writing on environmental and public health issues in post-war Liberia. JUN-AUG 2008
- Founding member and officer, FaceAIDS, University of Wyoming chapter. Fall 2007-Spring 2008

**September 3, 2025**
Mayor Alan Webber
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Re: Reappointment to the City of Santa Fe Mayor's Committee on Disability

Dear Mayor Webber,

I am writing to express my interest in being reappointed to the City of Santa Fe Mayor's Committee on Disability. It has been an honor to serve Santa Fe in this role, advocating for accessibility, inclusion, and practical solutions that improve daily life for residents with disabilities.

During my tenure, I have focused on:

- Partnering with local organizations and City staff to improve ADA compliance and enhance public-facing accessibility practices.
- Supporting inclusive community events and outreach that increase disability visibility and participation.
- Contributing legal and policy expertise to help align programs and services with Title II and related civil rights requirements.

If reappointed, I will continue to prioritize results-driven collaboration with residents, City departments, and stakeholders, adopting a constructive and solutions-oriented approach to **making the City of Santa Fe the most accessible city in the country**.

Thank you for your consideration. I would appreciate the opportunity to continue serving the City in this role.

Sincerely,

Jose "Eli" Fresquez III
Santa Fe, NM • [redacted]

# Jose “Eli” Fresquez III

[redacted]

**SKILLS AND EXPERTISE:**

- Civil Rights and Social Policy
- Child & Youth Rights
- Indian Child Welfare Rights
- ADA Compliance & Accessible Design Standards
- Government Compliance & Oversight
- Drafting Legislation
- Public Outreach & Accessible Event Planning
- Inclusive Emergency Planning
- Digital Accessibility (WCAG) & Web Development
- Project Management & Government Contracting

**WORK EXPERIENCE:**

**Fresquez Legal** **OWNER AND ATTORNEY** **June 2024 to Present**

- Offer expertise in civil rights law, including ADA compliance, disability rights, and education rights, to support equitable access and justice.
- Provide general counsel services, advising clients on legal strategy, risk management, and compliance with applicable laws.
- Draft, review, and negotiate contracts, leases, and policies, ensuring client objectives and legal requirements are aligned.
- Advise on regulatory matters, governance issues, and risk management, conducting assessments to mitigate liabilities.
- Draft, review, and implement policies and legislation to address various sectors' legal, regulatory, and organizational needs.

**Accessible New Mexico & Equal Access Consulting** **CHIEF ACCESSIBILITY OFFICER** **Oct 2020 to Present**

- Conduct accessibility audits and risk assessments to ensure ADA compliance and develop inclusive emergency planning for people with disabilities.
- Create training programs on accessibility, ADA compliance, and disability rights, and collaborate with architects to integrate accessible design features.
- Advise on policy development to promote inclusivity, including notice, grievance protocols, and children's rights in accessibility initiatives.

**New Mexico Social Work Alliance** **CHAIR** **Apr 2024 to Present**

- Lead strategic initiatives to empower social workers, expand equitable access to social services, and address behavioral health disparities.
- Drive efforts to enhance professional development for social workers, emphasizing cultural humility, equity, and inclusive practices in training and education.
- Collaborate with state and local organizations to align objectives and amplify the Alliance’s impact across New Mexico’s diverse communities.

**Disability Pride New Mexico (501)(c)3 Nonprofit** **PRESIDENT** **Apr 2024 to Present**

- Lead advocacy efforts for disability rights and inclusion, including policy changes to remove barriers and reduce stigma.
- Organize events like the Disability Pride Parade and Accessibility Awards to promote awareness, celebrate contributions, and foster visibility.
- Develop strategic partnerships and provide resources to support equal access to education, employment, and social participation.

- Implement and improve accessibility practices using new technologies and community feedback.
- Oversee fundraising and sponsorship initiatives to support the organization's mission and activities.

**ADA Practical Solution Partners** **MANAGING PARTNER** **Apr 2021 to Present**

- Developed and implemented ADA transition plans and universal design strategies to ensure accessibility compliance.
- Conducted facility assessments to identify ADA compliance gaps and recommended universal design improvements.
- Collaborated with teams to deliver training on ADA compliance and universal design principles, fostering inclusive environments.

**Department of Justice**
**Attorney General** **ASSISTANT ATTORNEY GENERAL – CIVIL RIGHTS DIVISION** **Aug 2023 to June 2024**

- Provided legal guidance on civil rights laws, aided in legislative and policy creation and enforcement, and supported litigation efforts, including strategy development.
- Collaborated with governmental entities, organizations, and community groups to address civil rights issues and increase public awareness of rights, inclusivity, and diversity.
- Assisted in developing outreach initiatives to educate the public on civil rights protections and promote accessibility and diversity.

**State of New Mexico**
**Children, Youth and Families Dept.** **DIRECTOR – OFFICE OF CHILDREN'S RIGHTS** **Jun 2021 to Aug 2023**

- Lead the Office of Children's Rights.
- Member of the executive *Kevin S. v. Blalock* settlement compliance team.
- Partnered with organizations to develop targeted reform initiatives and campaigns addressing systemic issues, facilitating legal services and support for underrepresented and foster care youth.
- Advocated for protecting and promoting children's rights, ensuring compliance with state and federal regulations, and enhancing legal support for at-risk children.

**State of New Mexico**
**Children, Youth and Families Dept.** **ASSISTANT GENERAL COUNSEL** **Aug 2019 to Jun 2021**

- Lead negotiator and compliance coordinator for the *Kevin S. v. Blalock* settlement; executive member of the Pandemic Emergency Sheltering Program.
- Provided legal representation in behavioral health, protective services, and juvenile justice, and represented the Department in hearings and court proceedings.
- Reviewed and finalized policies, procedures, contracts, and public information requests; provided in-house legal counsel.
- Promoted outreach and strategic planning for services to children with disabilities, enhancing interagency coordination and contract management.

**NYC Mayor's Office**
**For People with Disabilities** **ASSISTANT GENERAL COUNSEL** **Sep 2016 to Aug 2019**

- Counseled City Agencies on federal, state, and local laws ensuring equal opportunity for people with disabilities.
- Reviewed proposed legislation, legal memoranda, and drafted citywide policy.
- Led NYC's Disability Service Facilitator/ADA Coordinator Program, ensuring that NYC programs and services complied with Title II of the ADA, which prohibits disability discrimination.
- Managed training, education, and outreach with city partners and the public to promote disability rights and awareness.
- Provided in-house legal counsel, reviewed contracts, and managed information requests and reasonable accommodations.
- Developed inclusive citywide emergency plans for vulnerable people.

**NYC Emergency Management** **ADA COORDINATOR AND SENIOR PLANNER** **Apr 2013 to Sep 2016**

- Coordinated compliance with civil rights laws to ensure that emergency planning was fully integrated and inclusive, including the requirements in the B*rooklyn Center for Independence of the Disabled v. City of New York* lawsuit.
- Incorporated policies and strategies to address issues related to people with disabilities and others with access and functional needs into NYC's emergency plans.
- Chaired the Access and Functional Needs Working Group, a consortium of service providers, advocacy groups, and governmental partners that support and empower people with disabilities and others with access and functional needs.
- Conducted outreach to organizations, healthcare providers, and agencies collaborating with disabled clients.
- Developed tools and produced education/training programs to support compliance with disability laws.

**NYS Div. of Human Rights** **HUMAN RIGHTS SPECIALIST** **Jan 2008 to Apr 2013**

- Drafted division-initiated complaints, legal memoranda, and investigation reports concerning allegations of systemic and widespread discrimination based on federal, state, and municipal anti-discrimination laws.
- Led investigations and coordinated settlement negotiations concerning allegations of discrimination.
- Managed investigation plans, mediated settlements, and made recommendations for final determination.
- Developed outreach and training programs concerning civil rights issues affecting the community.

**NYC Dept. of Homeless Services** **CONFIDENTIAL INVESTIGATOR & LEGAL LIAISON** **Oct 2004 to Jan 2008**

- Reviewed cases for labor law, ADA, and Title VII compliance. Referred cases to the DHS Equal Employment Opportunity Office.
- Utilized studies conducted on misconduct and other employment issues to develop programs for a better working environment for Agency employees.
- Represented the Agency in administrative hearings concerning contested eligibility determinations for temporary housing assistance. Made eligibility determinations, reviewed case files to ensure compliance with applicable laws, and conducted conferences for clients contesting the Agency's decisions.

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**TRAINING DEVELOPMENT:**

- Lead Developer: Children's Rights in Foster Care
- Lead Developer: CYFD Disability Certification Program
- Lead Developer: CYFD Foster Child and Youth Bill of Rights and Grievance Process Training
- Lead Developer: NYC Disability Service Facilitator/ADA Coordination Training Academy
- Lead Developer: NYCEM Emergency Shelter Training: Assisting People with Disabilities

**WEBSITE DESIGN:**

- Lead Developer: NYC Advance Warning System (AWS): https://www.advancewarningsystemnyc.org
- Contributor: Children's Youth and Families Department: https://www.cyfd.nm.gov/cyfd-office-of-childrens-rights/
- Contributor: NYC Mayor's Office for People with Disabilities: https://www1.nyc.gov/site/mopd

**PUBLICATIONS:**

- Contributor: Hope to Action: Medical Equipment for Children Post-Disaster | Domestic Preparedness
- Lead Developer: New Mexico COVID-19 DAFN Resource Guide
- Lead Developer: ADA Small Business Guide
- Lead Developer: NYC Disability Service Facilitator Toolkit and Resource Guide
- Contributor: Inclusive Design Guidelines: NYC 2nd Edition
- Contributor: AccessibleNYC Annual Report

**PRO BONO, VOLUNTEER & NONPROFIT**

- Disability Pride New Mexico
- City of Santa Fe Accessibility Awards
- CYFD Policy Advisory Council
- Developmental Disability Council
- City of Santa Fe Mayor's Committee on Disability
- City Bar Justice Center: Legal guidance on ADA issues
- CUNY Citizenship Now: Immigrant legal assistance

**RECENT PRESENTATIONS:**

- New Mexico State Bar Diversity and Inclusion Symposium – Albuquerque
- New Mexico State Bar Digital Civil Rights – Albuquerque
- New Mexico Human Services Symposium – Albuquerque
- Explora Science Center and Children's Museum – Albuquerque
- New Mexico State Bar Equity and Diversity – Albuquerque
- New Mexico Children's Law Institute – Albuquerque
- New York State Bar Association: Web Accessibility – New York
- ADA National Symposium: Digital Accessibility – Pittsburg
- International Association of Emergency Managers – Grand Rapids
- ADA National Symposium: Inclusive Emergency Management – Chicago
- FEMA Whole Community Planning – FEMA Region II HQ DC
- "When Disasters Strike" – University at Albany
- Access & Functional Needs Conference – Philadelphia
- NYC Access & Functional Symposium – NYU Kimmel Center
- Keynote for City University of New York Student Senate – New York

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**EDUCATION:**

**New York Law School**

- JD: Concentration Civil Rights
- Research Assistant: Professor Nadine Strassen, Former President of the ACLU
- Judicial Intern: Honorable Judge Michael Corriero
- Honors: NYLS Public Interest Fellowship Award

**University of New Mexico**

- BA: Political Science
- BA: Philosophy
- BA: Economics (Minor)

**Harvard University T.H. Chan School of Public Health**

- National Preparedness Leadership Initiative Graduate

**University of Michigan School of Social Work**

- MSW: Master of Social Work, Interpersonal Practice in Integrated Health, Mental Health & Substance Abuse
- Certificate: Disability Inclusion and Accessible Design

**International Association of Accessibility Professionals**

- Certificate: Professional in Accessibility Core Competencies

**Great Plains ADA Center and University of Missouri**

- Certificate: ADA Coordinator

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**BAR ADMISSION:**

- U.S. District Court Southern District of New York
- U.S. District Court Eastern District of New York
- U.S. District Court District of New Mexico
- New York State Bar
- New Mexico State Bar

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**Kerri A. Cottle**
[redacted]

Mayor's Committee on Disability
City of Santa Fe

Dear Members of the Selection Committee,

I am writing to express my strong interest in serving on the Mayor's Committee on Disability. With a background that blends community leadership, education, wellness advocacy, and family engagement, I am eager to contribute my skills and lived experience to support the Committee's mission of eliminating barriers and ensuring equitable access for all members of the Santa Fe community.

As a person with dyslexia and a step-parent to a child living with a medical disability (Type 1 diabetes), I bring both personal understanding and professional dedication to issues of accessibility, inclusion, and support. These experiences ground my perspective and fuel my commitment to ensuring that city programs and services meet the needs of individuals and families navigating disability.

In my current role as **Representative for Santa Fe County on the Family Leadership Council of New Mexico (2025–2026)**, I collaborate with other family leaders to advocate for systemic change, elevate diverse voices, and strengthen services that directly impact families. This work reflects my belief in amplifying lived experiences to inform policy and practice.

I also serve as **Community Outreach Coordinator for the Santa Fe International Half Marathon**, where I lead efforts to expand community participation, build partnerships, and promote health and wellness across diverse populations. In addition, I volunteer as a **Liaison for the Santa Fe Sister Cities Committee (2023–Present)** and as an **Alumni Board Member for New Mexico Highlands University (2024–Present)**. These roles highlight my ability to build bridges, engage in cross-cultural dialogue, and strengthen community ties through service.

My professional background includes extensive experience in education, family wellness, and advocacy, including serving as a Learning Support Coordinator (case manager/Educator for students with disabilities) and working with early childhood and family intervention programs. I have collaborated with city and county organizations, foundations, and cultural groups to develop programs and events that are accessible, inclusive, and community-centered.

I am particularly drawn to the Committee's focus on studying issues in housing, employment, recreation, transportation, and human rights. These areas align with my values and professional focus: ensuring that all community members, regardless of ability, have equitable opportunities

to thrive. I also welcome the opportunity to contribute to subcommittee work on city projects, support outreach and staff training, and foster collaboration with other boards and committees.

It would be an honor to bring my passion for advocacy, my professional skills, and my personal perspective as both an individual with a disability and a caregiver to the Mayor's Committee on Disability. I am confident that my background and dedication to equity and inclusion can meaningfully support the Committee's mission.

Thank you for considering my application. I look forward to the opportunity to serve and to contribute to enriching the Santa Fe community for people with and without disabilities.

Warm regards,
Kerri Cottle

**Kerri A. Cottle**
[redacted]

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## EDUCATION

**New Mexico Highlands University** – *Masters of Arts, Special Education PK–12*, 2013
**Santa Fe Community College** – *Teachers Alternative Licensure Program Certification of Completion*, 2002
**College of Santa Fe** – *Bachelor of Arts, Psychology & Studio Art (Art Therapy Concentration)*, 1998, Graduated with Honors
**Mount San Antonio College** – General Education, Cross Country & Track Team, 1994–1996

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## WORK EXPERIENCE

**Representative, Family Leadership Council of New Mexico – Santa Fe County**
*Part-time 10 hours a month | 2025–2026*

- Serve as Santa Fe County representative in statewide council of family leaders
- Advocate for policies and initiatives supporting children, families, and community well-being
- Collaborate with family leaders to elevate community voices and strengthen family engagement

**Santa Fe International Half Marathon – Community Outreach Coordinator**
*Ongoing | 2020–Present*

- Coordinate community engagement, volunteer recruitment, and partnerships to promote inclusive participation
- Manage outreach to schools, businesses, and cultural organizations for race weekend and wellness programs
- Plan and execute public-facing events, including expos, wellness activities, and cultural programming

- Track engagement metrics and provide reports to enhance community impact

**Learning Support Coordinator, Rio Grande School, Santa Fe, NM**
*2002 – Present*

- Provide individualized academic support for PK–6 students, including remediation and enrichment
- Develop and implement classroom accommodations in collaboration with teachers and outside specialists
- Coordinate student assessments, referral packets, and standardized testing (MAPS)
- Serve on Admission Committee and Student Wellness Team

**Art and Leadership Program Coordinator, Georgia O'Keeffe Museum, Santa Fe, NM**
*May 2019 – Sept 2019 (Contract)*

- Managed 6th–9th grade summer art programs, including field trips and guest artist visits
- Supervised program staff and site coordinators, ensuring program accessibility and quality
- Maintained program budgets and demographic reporting for grants

**New Mexico State Geographic Bee Coordinator, National Geographic**
*Nov 2018 – May 2020 (Contract)*

- Coordinated statewide student competition for grades 4–8, managing logistics, volunteers, and awards ceremonies
- Communicated with state qualifiers and their families, organized event setup, and prepared expense reports

**After School Activities Program (ASAP) Director & Educator, Rio Grande School, Santa Fe, NM**
*2000–2007, 2013–2018*

- Directed after-school programs and supervised educators in visual/performing arts, athletics, chess, yoga, and academic enrichment

- Established school clubs, including Geography and Running Clubs

**Summer Program Director & Educator, Rio Grande School, Santa Fe, NM**
*1999–2006*

- Oversaw spring and summer programs, hiring staff and managing day-to-day operations
- Taught art and camp-themed activities, supervised junior counselors, and managed budgets

**Freelance Photographer, Indian Country Today Media and other outlets**
*2016 – Present*

- Documented Native student and community events, including Apache Puberty Rite of Passage ceremonies and experimental music programs
- Work featured in publications such as *The Atlantic*

**Extended Care Director / Librarian Sub / Kindergarten & 1st Grade Assistant Teacher, Rio Grande School, Santa Fe, NM**
*1998–2002*

**Elderhostel Resident Advisor, The College of Santa Fe**
*May 1997 – Aug 1998*

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## PROFESSIONAL PRESENTATIONS, AWARDS, GRANTS & SERVICE

- **Alumni Board Member, New Mexico Highlands University** – 2024–Present
    - Volunteer on alumni board to support engagement, development, and strategic initiatives
    - Collaborate with board members and university leadership to advance alumni programs and community connections
- **Santa Fe Sister Cities Committee – Liaison** – May 2023–Present
    - Volunteer liaison facilitating cultural exchange programs, international partnerships, and local initiatives promoting cross-cultural understanding

    - Serve as primary point of contact between committee members, city leadership in in our Sister Cities, and partner organizations

- National Association of Independent Schools (NAIS) People of Color Conference Presenter – “Visual Vignettes: Discovering Ourselves through Collage” & Native-American Initiative Co-Presenter

- Coordinated Santa Fe Community Foundation grant for Pojoaque Tewa Language private school program

- Santa Fe International Half Marathon – Volunteer Coordinator & Community Engagement Lead

- Hosted visiting Kenyan delegation at Rio Grande School; organized community shoe drive, 2019

- Former Board Member – Southwest Dyslexia Association; Rising Stars Youth Leadership Program

- Award Winner – Corona High School Kwanis Club Athlete of the Year (Track), 1992; Turkish Cultural Foundation Grant Recipient (Turkey Study Tour), 2013

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## CONTINUING EDUCATION & TRAINING

- Indigenous Wisdom Curriculum – Indian Pueblo Cultural Center

- Neuropsychology & the Brain – University of Santa Barbara, 2017

- Schools Attuned, Minds-Up, Orton-Gillingham Level 1, Handwriting Without Tears

- Milton Academy Summer Diversity Institute – PreK–12

- Trauma-Informed Yoga (20 hours), 2021; USTA Track & Field Level 1, 2019

- Writing Revolution – Advancing Thinking Through Writing, Grades 3–12, 2024

- Dibels Onboarding & Professional Development, Fall 2024

## Robin Garrison

[redacted]

**Objective:**
Seeking a professional level position as an ADA Coordinator to ensure that individuals with disabilities have access to inclusive programs, services, and activities through collaborative and effective communication with colleagues and the public sector.

**Education Certifications and Trainings:**

- BA in Sociology, minor in Communication / December 2016 / University of New Mexico / GPA 3.85
- AA in Early Childhood Education / May 2011 / Santa Fe Community College / GPA 3.91
- Certified ADA Coordinator
- Trained in vocational rehabilitation services
- Conflict management and mediation
- Professional communication and organizational behavior
- Emergency preparedness

**Administrative:**

- Management of client caseloads including intake, referral, case management and case closure using agency data base
- Operational knowledge of Microsoft Office Suite, Power Point, Zoom, Google Meet, Microsoft Teams
- Data compilation and entry, records analysis and management, report creation and submission
- In-person, virtual, and telephonic customer service

**Advocacy:**

- Provide trainings to enhance relations between city / county / state governments and individuals with disabilities.
- Strategic planning for individual and systemic cases to remediate legal rights violations
- Mediate and negotiate on behalf of clients.
- Advocate for individuals with varying disabilities in multiple settings.
- Research and study of the Americas with Disabilities Acet, the Fair Housing Act, and the Housing and Urban Development Act in order to inform both clients and private and government entities about the rights of individuals with disabilities.
- Assist clients with filing complaints with the EEOC, the Human Rights Bureau, the ADA and the Department of Justice.

**Integration, Coordination and Leadership:**

- Monitor the implementation and effusiveness of programs, services, and activities with public and government entities.
- Work with public and government entities to effectively commutate and manage the process of program improvements.
- Coordinated a team of disability experts to work with the New Mexico Legislative Council to improve access and the effectiveness of the State Capitol and the legislative process, for individuals with disabilities.
- Provided guidance to the Office of the Secretary of State to improve access and effectiveness of their website and the voting process for individuals with disabilities.
- Consulted with the New Mexico Human Services Department Compliance Officer and brought together a team of disability experts to provide guidance, support, and testing of their new website.
- Worked with New Mexico Adult Protective Services and Aging and Long-term Services to provide trainings to all staff and personnel, regarding general disability awareness and best practices for working with individuals with disabilities.
- Collaborated with New Mexico County Clerks to survey poling sites, identify barriers to accessing the poll sites and develop plans to remediate identifiable barriers.
- Team leader for voting accessibility and assistive technology at Disability Rights New Mexico.
- Chair of the New Mexico Technology Assistance Program Advisory Council.
- Provided mentoring leadership for new employees.
- Created and lead trainings for all levels of personnel working with Cabinet, Legislative, Tribal, County and City entities.
- Facilitated meetings with the Legislative Council and the Secretary of State's Office to ensure access to the voting process from registration to legislation.

**Work History:**

Sept. 2024- Present / New Mexico Legislative Council / ADA coordinator / Santa Fe, New Mexico
2017-2024 / Disability Rights New Mexico / Albuquerque, New Mexico
2014-2017 / Full time student / University of New Mexico, Albuquerque, NM
2011-2014 / Instructional Assistant / Santa Fe Public Schools / Santa Fe, NM
2009-2011 / Test Facilitator/ Santa Fe Community College Testing Center/ Santa Fe, NM
2006-2009 / Instructional Assistant / Pojoaque Valley Schools / Santa Fe, NM
1995 / Accounts Payable / Public Employees Retirement Association of New Mexico